RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF GEORGE H. URBAN, LOCATED IN THE TOWNSHIP OF WEST DEPTFORD, KNOWN AS BLOCK 374, LOT 1 AND BLOCK 375, LOT 2, CONSISTING OF APPROXIMATELY 106.4 ACRES, FOR THE AMOUNT OF \$1,010,800.00

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, George H. Urban, having presented himself as the owner of the land and premises located in the Township of West Deptford (hereinafter the "Township"), and known as Block 374, Lot 1 and Block 375, Lot 2, on the Official Tax Map of the Township (hereinafter collectively the "Property"), which consists of approximately 106.4 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, George H. Urban, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$1,010,800.00 which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$1,010,800.00, pursuant to CAF# 12-08829, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

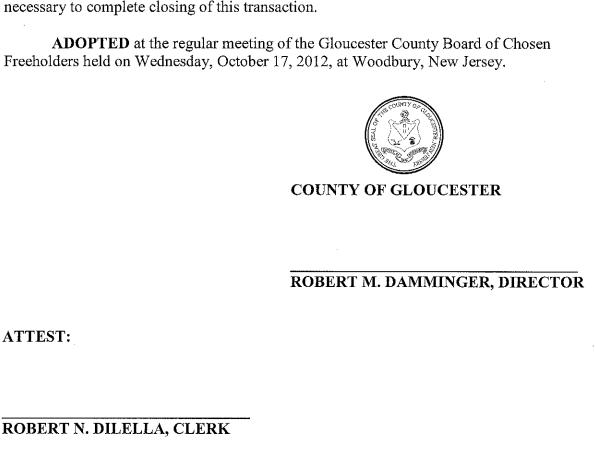
WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

- 1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by George H. Urban known as Block 374, Lot 1 and Block 375, Lot 2, in the Township of West Deptford, County of Gloucester, State of New Jersey for the amount of \$1,010,800.00.
- 2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **George H. Urban** in regard to the County's purchase of development easements in the farm premises known as **Block 374**, **Lot 1 and Block 375**, **Lot 2**, in the Township of West Deptford, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

- 3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.
- 4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

Freeholders held on Wednesday, October 17, 2012, at Woodbury, New Jersey.



CONTRACT TO SELL DEVELOPMENT EASEMENT

GEORGE H. URBAN

TO

THE COUNTY OF GLOUCESTER

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: George H. Urban, having an address of 221 Ogden Station

Road, West Deptford, NJ, 08086

(hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices

at 2 South Broad Street, Woodbury, New Jersey 08096

(hereinafter "Buyer")

PROPERTY: Lot 1, Block 374, and Lot 2, Block 375, in the Township

of West Deptford, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 9,500.00 ASSUMED ACREAGE: Approximately

106.4 acres

ESTIMATED GROSS SALES PRICE: \$1,010,800.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: 1 - (2 acre non-severable exception)

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes

B - Conditions on Excepted Land - no

C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

whereas, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying

the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following:
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

- 2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.
- 2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a

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potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

- 2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.
- 2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:
- (a) The County's Resolution authorizing the purchase hereunder.
- 2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.
- 2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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- 2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.
- 2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.
- 2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.
- 2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.
- 2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

- 2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.
- 2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.
- 2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not

limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

- 2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.
- 2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.
- 2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:
 - a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
 - b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
 - c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

- 2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.
- **2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.
- **2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.
- 2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.
- 2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller

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further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

- 3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.
- 3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.
- b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

- c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.
- d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.
- **3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:
 - a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.
- 3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.
- 4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.
- 4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.
- 4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

- 4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.
- 4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.
- 4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.
- 5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.
- 6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for

the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

- 7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.
- 7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.
- 8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.
- 8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result

of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

- 8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.
- 9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.
- 10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.
- 10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.
- 11. **DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:
 - (a) Seller advises Buyer that Seller does not intend

to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

- (b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
- (c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.
- (d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.
- (e) Seller commences a nonagricultural use on the Property.
- (f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.
- 12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:
 - a. sue for specific performance;
 - b. cancel the agreement;
 - c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.
- 13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.
- 14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.
- 15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.
- 16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

- 17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.
- 18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.
- 18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.
- 19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.
- 20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.
- 21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.
- 22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

- 23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
- 24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.
- 25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.
- 26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.
- 28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.
- IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:		BUYER:
George H.	. Urban	COUNTY OF GLOUCESTER
	altabiano, as Power of for George H. Urban	BY: ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
Social Se	ecurity Number	
ACKNOWLE	OGMENT	
STATE OF	NEW JERSEY)) ss:	
COUNTY OF	GLOUCESTER)	
I certify	to the following:	
	, 2012, George H. no, as Power of Attorney for ore me, and acknowledged unde	George H. Urban, personally
、(a)	He/She is named in, and per agreement: and	sonally signed the foregoing
(b)	He/She signed and delivered voluntary act and deed for therein expressed; and,	
(c)	He/She is duly authorized t to have delivered this agre	
Notary		

CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS, DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:
Location:
Contents:
Purpose (use):
Age (in years):
Tank No. 2:
Location:
Contents:
Purpose (use):
Age (in years):
Tank No. 3:
Location:
Contents:
Purpose (use):
Age (in years):
Use additional sheet(s) if more than three tanks are on the Property.

BY:	Date:
George H. Urban, By Brenda Caltabiano, as Power of Attorney for George H. Urban	

All property owners must sign:

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THE HANSON ORGANIZATION

A Professional Corporation

6/

809 Second Street, Ocean City, NJ 08226-4117 (609) 398-3189 ~ Fax (609) 398-6218

MARK J. HANSON, MAI, SRA, CTA, ESQ, LL.M (Tax) MAI, SRA Member Appraisal Institute NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us web page: www.hansonpc.us

October 12, 2011

Ken Atkinson, Director Office of Land Preservation County of Gloucester 1200 North Delsea Drive Clayton, New Jersey 08312

Re.

Appraisal of the Urban Farm

Block 374 Lot 1 and Block 375 Lot 2, West Deptford Township, NJ

Dear Mr. Atkinson:

At your request, I have prepared a self contained appraisal of the Urban Farm located at 221 Ogden Station Road, West Deptford Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on October 1, 2011.

This report is intended for use only by Gloucester County and the State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use.

I have made a personal inspection of the site, the neighborhood and its surrounding land uses and I have completed a study of those factors that influence value. To the best of my knowledge and belief, the statements contained in this report are correct and subject to the assumptions and limiting conditions which may be found herein. This is to certify that I have carefully examined the above property, that I have no financial or other interest in the property and that my employment is in no way contingent upon the amount of the valuation.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Jniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the New Jersey Legislature under V.J.S.A. 45:14F-1 et seq, and the appraisal handbook regulations of the SADC dated May 2011.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the narket value of the development easement of the Urban Farm, as described herein, as of October 1, 2011, was as follows:

UNRESTRICTED MARKET VALUE BEFORE EASEMENT
RESTRICTED MARKET VALUE AFTER EASEMENT

VALUE OF DEVELOPMENT EASEMENT

hank you for the opportunity to be of service.

espectfully Submitted,

HE HANSON ORGANIZATION, P.C.

lark J. Hanson, MAI, SRA, SCGREA - #42RG00012000

nclosure: appraisal report

 Value Per Acre
 Total Value

 \$14,000
 \$1,666,000

\$4,500 \$535,500

\$9,500) \$1,130,500

Hanson

Subject Parcel: Urban Farm, West Deptford Tp

Client: County of Gloucester/Oct 2011

Appraiser: Steven Bartelt, MAI Page 3

CERTIFICATION

In conformance with Standards Rule 2-3; I certify to the County of Gloucester that to the best of my knowledge and belief:

In accordance with your request I have appraised the above captioned parcel(s) and certify:

I personally made a field inspection of the property herein appraised. I have also, on the dates indicated in the appraisal report, personally made a field inspection of the comparable sales relied upon in making said appraisal.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

Steven W. Bartelt, MAI has personally inspected the subject property.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further the appraiser will bear no responsibility for such unauthorized change.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester for their EXCLUSIVE USE. It was made for the function of farmland preservation and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area – 119+/- Net Acs
Before Easement	\$16,000	\$1,904,000
After Easement	\$4,500	\$535,500
Value of Development Easement	\$11,500	\$1,368,500
•	$\langle \times \rangle$	STEVEN W. BARIFELT, MAI, SRA
Soule	132	October 11 2011
V 0	× (**)	alley !

Certification Report Meeting Date: January 26, 2012 **County Planning Incentive Grant**

County:

Gloucester

Municipality: West Deptford Twp.

Owner: Farm:

Urban, George H. & Robert C.

Urban Farm

West Deptford 375

SADC ID# 08-0090-PG No.

County Gloucester Municipality

Block Lot County

Gloucester

Municipality West Deptford Block 374

Lot 1

Acreage in Application:

2

Residential Opportunities/Exceptions:

0 RDSO -

0 Existing Dwellings
0 Severable Exceptions - ____

1 NonSeverable Exceptions - around existing dwelling

Value Conclusions - Current Zoning and Environmental regulations Per Acre

			· ; - · · · · · · · · · · · · · · · · ·	
Appraiser	Date	Before	After	Easement, /
Mark Hanson	10/1/11	\$14,000	\$4,500	\$9,500
Steven Bartelt .	10/1/11	\$16,000	\$4,500	\$11,500
Bob Cooper	10/1/11	\$14,000	\$4,500	\$9,500
		Total Value		Ĭ.

Appraiser	Date	Before	'After	Easement
Mark Hanson	10/1/11	\$1,666,000	\$535,500	\$1,130,500
Steven Bartelt	10/1/11	\$1,904,000	\$535,500	\$1,368,500
Bob Cooper ·	10/1/11	\$1,638,000	\$526,500	\$1,111,500

Physical Characteristics

	····	······		with the colline in			
Highlands	Status: _P	reservation Pla	anning <u>X</u> C	Dutside Highlands areas	;		
Location: 2	221 Ogden	Station Road, W	est Deptfo	ord Township			
Size:	119 acr	es gross	Shape:	Irregular			
	117 acr	es net					
Topograph	y: Level to	gently rolling		· · · · · · · · · · · · · · · · · · ·	···········		
Frontage F	Ratio: 33 /					a control de santino	
Flood Zone	e: Yes Hi	gh Flood Risk Ar	ea				
Category 1	Streams:	Not Present		, , , , , , , , , , , , , , , , , , ,			······································
Soi	s%	Tiliabi	lity%	Septic Suitabil	tiy%	Wetland	s %
Prime	42	Woodlands	8	Septic Compatible	!	Freshwater	12 *
Statewide	33	Wetlands	12	Septic Incompatible		Mod Ag	7*
Local	7	Orchard		Slight		Tidal	
Unique	2	Crpind Hrvste	d 66	Very limited	19*	Water Bodies	8 *
Other	16	CrpInd Pstred	14	Somewhat Limited	1	Uplands	73 *
		Permanent Pa	sture	Not limited	78*		
		Other		Not rated	3*		-

^{*}SADC GIS estimates

S:\Planning Incentive Grant -2007 rules County\Gloucester\Gloucester\Urban\Urban_Farm_-_West Deptford_Twp_-_Gloucester-cert_report. - 1-26-11.doc

COUNTY OF GLOUCESTER P. O. Box 337 Woodbury, N. J. 08096



Certificate of Availability of Funds

treasurer's no. $12 - 08829$	DATE October 2, 2012
T-03-08-509-372-20548 BUDGET NUMBER - CURRENT YR B	DEPARTMENTLand Preservation
AMOUNT OF CERTIFICATION \$1,010,800.00 COUNTY	COUNSEL August Knestaut
Resolution authorizing acquisition DESCRIPTION: signing of an Agreement of Sale at closing regarding such easement, on the located in the Township of West Deptform Block 375, Lot 2, consisting of approximation amount of \$1,010,800.00.	ne farm property of George H. Urban, ord, known as Block 374, Lot1 and
VENDOR: Presidential Title Agency, Inc	
ADDRESS: PO Box 1367 1546 Blackwood-Clementon, Road	
Blackwood, NJ 08012	
	DEPARTMENT HEAD APPROVAL
APPROVED RETURNS AGENT NOT	URNED TO DEPARTMENT APPROVED
DATE PROCESSED $10-4-12$	10/11/12
	Mig

61

<u>A SELF CONTAINED APPRAISAL REPORT</u> <u>OF THE URBAN FARM</u>

Property Address: 221 Ogden Station Road,

Legal Description: Block 374 Lot 1 and Block 375 Lot 2

West Deptford Township, Gloucester County, NJ 08086

Property Owner: George H. Urban

PREPARED FOR

Gloucester County Office of Land Preservation

1200 North Delsea Drive

Clayton, NJ 08312

Ken Atkinson, Director

Date of Inspection: October 3, 2011

Date of Valuation: October 1, 2011

Date of Report: October 12, 2011

PREPARED BY

The Hanson Organization, P.C.

Mark J. Hanson, MAI, SRA, SCGREA

809 Second Street

Ocean City, NJ 08226-4117

(609) 398-3189 (Office) - (609) 398-6218 (Facsimile) mhanson@hansonpc.us

File ID #RE2011025

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A Professional Corporation

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MARK J. HANSON, MAI, SRA, CTA, ESQ, LL.M (Tax) MAI, SRA Member Appraisal Institute NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us web page: www.hansonpc.us

October 12, 2011

Ken Atkinson, Director Office of Land Preservation County of Gloucester 1200 North Delsea Drive Clayton, New Jersey 08312

Re:

Appraisal of the Urban Farm

Block 374 Lot 1 and Block 375 Lot 2, West Deptford Township, NJ

Dear Mr. Atkinson:

At your request, I have prepared a self contained appraisal of the Urban Farm located at 221 Ogden Station Road, West Deptford Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on October 1, 2011.

This report is intended for use only by Gloucester County and the State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use.

I have made a personal inspection of the site, the neighborhood and its surrounding land uses and I have completed a study of those factors that influence value. To the best of my knowledge and belief, the statements contained in this report are correct and subject to the assumptions and limiting conditions which may be found herein. This is to certify that I have carefully examined the above property, that I have no financial or other interest in the property and that my employment is in no way contingent upon the amount of the valuation.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the New Jersey Legislature under N.J.S.A. 45:14F-1 et seq, and the appraisal handbook regulations of the SADC dated May 2011.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Urban Farm, as described herein, as of October 1, 2011, was as follows:

	<u>value Per Acre</u>	<u>totai vaiue</u>
UNRESTRICTED MARKET VALUE BEFORE EASEMENT	\$14,000	\$1,666,000
RESTRICTED MARKET VALUE AFTER EASEMENT	\$4,500	\$535,500
VALUE OF DEVELOPMENT EASEMENT	\$9,500	\$1,130,500

Thank you for the opportunity to be of service.

Respectfully Submitted,

THE HANSON ORGANIZATION, P.C.

Mark J. Hanson, MAI, SRA, SCGREA - #42RG00012000

Enclosure: appraisal report

file #RE2011025

1

CERTIFICATION OF APPRAISAL

I, Mark J. Hanson, hereby certify to Gloucester County and the State Agriculture Development Committee that the market value of the development easement for the Urban Farm, as described herein, as of October 1, 2011, was:

	Value Per Acre	<u>Total Value</u>
UNRESTRICTED MARKET VALUE BEFORE EASEMENT	\$14,000	\$1,666,000
RESTRICTED MARKET VALUE AFTER EASEMENT	\$4,500	\$535,500
VALUE OF DEVELOPMENT EASEMENT	\$9,500	\$1,130,500

I further certify that to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest or bias with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the New Jersey State Board of Real Estate Appraisers. I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
- 6. I have made a personal inspection of the subject property on October 3, 2011.
- 7. No one provided significant professional assistance to the person signing this report, unless set forth and specified herein.
- 8. This report has been prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Appraiser Practice of the Appraisal Institute.
- 9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 10. As of this date, I have completed the requirements of the continuing education program of the Appraisal Institute and the New Jersey State Board of Real Estate Appraisers.

11. This appraisal conforms to the Standards for Appraisals in N.J.A.C. 2:76-10.

Mark J. Hanson, MAI, SRA SCGREA #42RG00012000 October 12, 2011
Date

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EXECUTIVE SUMMARY

Property Owner:

George H. Urban

Property Type:

Urban Farm

Interest to be Acquired:

Development Easement

Appraisal Purpose:

Farmland Preservation

Property Location:

221 Ogden Station Road, West Deptford Township,

Gloucester County, a/k/a Block 374 Lot 1 and Block 375 Lot 2 on the West Deptford

Township Tax Map

Land Size:

Total Size: 119 acres

Improvement Description:

One barn and several small farm outbuildings

Zoning:

R-6, Residential District (1 unit/2 acres)

Highest and Best Use:

BEFORE Easement

Continued interim agricultural use with future residential subdivision

AFTER Easement

Permanently restricted agriculture use

Existing Dwellings:

One, Homestead not part of the easement

Exceptions After Easement:

One non-severable Exception

RDSO After Easement:

None

Housing Opportunities After Easement:

One

Date of Valuation:

October 1, 2011

Date of Inspection:

October 3, 2011

Value Per Acre
UNRESTRICTED MARKET VALUE BEFORE EASEMENTValue Per Acre
\$14,000Total ValueRESTRICTED MARKET VALUE AFTER EASEMENT\$14,000\$1,666,000VALUE OF DEVELOPMENT EASEMENT\$4,500\$535,500\$1,130,500

APPRAISAL PURPOSE AND SCOPE OF THE APPRAISAL

I. PROBLEM IDENTIFICATION

A. NATURE OF THE VALUATION PROBLEM TO BE SOLVED.

My research indicates that Block 374 Lot 1 and Block 375 Lot 2 are property situated in West Deptford Township. It is known as the Urban Farm. This is an update of the original appraisal prepared in 2008.

The assignment requires an estimate of the Unrestricted Market Value and Restricted Market Value of the fee simple interest of the subject property as of the effective date of the appraisal in order to estimate the Market Value of the Development Easement.

The purpose of this appraisal is to provide an independent opinion of the market value of a development easement on the subject property per the restrictions of the New Jersey Agriculture Retention and Development Program. The effective date of valuation is October 1, 2011.

B. IDENTIFICATION OF THE CLIENT AND ALL INTENDED USERS.

The intended users of this report are Gloucester and the State Agriculture Development Committee. This appraiser is not responsible for use of this report by any other user.

C. THE INTENDED USE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS.

The intended use of the report is for farmland preservation purposes. This report should not be used for any other purpose.

D. SUBJECT OF THE ASSIGNMENT AND ITS RELEVANT CHARACTERISTICS. The subject of this assignment is the Urban Farm and further identified as Block 374 Lot 1 and Block 375 Lot 2 on the West Deptford Township Tax Maps.

There are two parcels on the north and south sides of Ogden Station Road. The sites features an agricultural land use. The sites are level, irregular shaped parcels containing 119.4 acres with 3,845 feet of frontage on Ogden Station Road. The site has access to electric, cable and telephone. I am not aware of any physical characteristic that would impede development to its highest and best use. The site is zoned for low density residential use in the R-6 district featuring 1 unit per 2 acres. The highest and best use of the Unrestricted Market Value of the subject property is for residential development with agriculture as an interim use. The highest and best use of the Restricted Market Value of the subject property is for agricultural. This assignment only considers the land.

The price per acre is the most relevant economic unit of comparison in the marketplace for the property.

E. TYPE AND DEFINITION OF VALUE.

This assignment estimates the Unrestricted Market Value and Restricted Market Value based on the definitions contained in the New Jersey Farmland Preservation Program Appraiser Handbook dated May 2011 as of the effective date of the appraisal. This report also contains a Definition section that defines relevant terms used in this report that impact upon market value.

G. EFFECTIVE DATE OF APPRAISER'S OPINIONS AND CONCLUSIONS

The effective date of the report is the date at which the analyses, opinions, and advice in an appraisal service apply. The effective date of this report is October 1, 2011.

The date of the transmittal letter of a written report ... prepared by the appraiser is the date it is communicated to the client. The date of the report may or may not be the same as the effective date of the appraisal. The date of the report is October 12, 2011.

H. ASSIGNMENT CONDITIONS

Assignment conditions are extraordinary assumptions or hypothetical conditions that the client requires for the purpose of analysis. This is a current estimate of the Unrestricted Market Value and Restricted Market Value of the fee simple interest of the subject property. There are no assignment conditions in the valuation of the subject property. This report also contains basic assumptions and limiting conditions in the body of this report.

II. RESEARCH PROGRAM

I. EXTENT OF THE INSPECTION.

The property was inspected on October 21, 2008 and October 3, 2011. I also inspected the neighborhood on October 21, 2008 and again in October 2011. The comparable market data was inspected in October 2011. I walked the accessible exterior areas of the subject property. During the inspection, I took digital photos of the exterior of the property. The photographs of the subject property are presented in the Addenda. The photographs of the comparable market data are presented in the body of the report. An exterior inspection of the comparable market data was made by this appraiser. Each comparable market data was verified through public records and other reliable sources to insure the market data was genuine and reliable for quality control purposes.

J. TYPE AND EXTENT OF THE DATA RESEARCHED.

I reviewed various maps of the subject property and neighborhood including tax maps, general area maps, zoning maps and flood maps.

I reviewed the zoning ordinance and map of West Deptford Township.

The Client provided information from their files including: (1) Appraisal Order Checklist; (2) Application for Development Easement Purchase; and (3) various land use maps.

I visited the municipal offices to perform the following due diligence tasks: (1) the tax assessor's office to obtain tax assessment information on the property under appraisal; (2) Clerk's Office to research the land use ordinance, zoning map and current development projects.

After identifying the nature of the appraisal problem through application of the seven steps in the problem identification section of this scope of work, I conducted real estate research to identify units of comparison used by market participants when acquiring properties with similar physical, legal and economic characteristics as the subject property.

After completing the highest and best use analysis, as if vacant and improved, I conclude that the highest and best use of the subject property in the Unrestricted Market Value estimate, as of the effective date of the appraisal, was for residential use with an interim use as agriculture use. I also conclude that the highest and best use of the subject property in the Restricted Market Value estimate, as of the effective date of the appraisal, was for agricultural use. My research program then focused on market data consistent with my highest and best use conclusions.

K. TYPE AND EXTENT OF ANALYSES APPLIED TO REACH THE VALUATION CONCLUSIONS.

After collecting, verifying and inspecting the most relevant market data, I concluded that the most relevant approach to market value for the subject property was the Direct Sales Comparison Approach. The Direct Sales Comparison Approach utilizes a comparative technique by which recent sales of similar land are related to the subject property's physical, legal and economic characteristics. Market adjustments are considered for such characteristics as time of sale, location, physical condition and other relevant market differences. Relevant units of comparison are extracted from the market data and are applied to the subject property under appraisal to estimate a value conclusion. The most relevant unit of comparison for the appraisal purpose is the sales price per acre.

After establishing the range of the relevant units of comparison from the market data, I then reconciled the market data into a value conclusion for the subject property. The conclusion of the appraisal process is this appraisal report.

No other value approaches were applied in this report.

ESTATE APPRAISED

The property rights appraised in this report include the unencumbered, or unrestricted, rights of the Fee Simple Estate in the Unrestricted Market Value conclusion.

The property rights appraised in this report also include the encumbered, or restricted from non-agriculture development rights of the Fee Simple Estate in the Restricted Market Value conclusion.

The property rights appraised in this report, and the rights to be acquired, include the unencumbered, or unrestricted, rights of the Fee Simple Estate. Fee Simple Estate is defined in The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

KEY DEFINITIONS

DEFINITION OF MARKET VALUE

The type of value, stated as an opinion, that presumes the transfer of a property, (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. USPAP Definitions Section, Current Edition, 2011. The following definition of market value is applied in this appraisal.

Market Value, as defined in The Appraisal of Real Estate, 13th Edition, page 23, and used in this appraisal, is as follows:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

For purposes of this appraisal, October 1, 2011 is considered the date of valuation.

BUNDLE OF RIGHTS THEORY

The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, eg., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights. The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, page 37.

The fee simple interest represents ownership of the most comprehensive real property rights a person holds when acquiring title to a parcel of real property. The appraisal estimates value based upon this real property interest.

EASEMENT

An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right-of-way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements. The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute, page 90.

The interest being acquired by the Client is a development easement. Deed restrictions are placed on the title to the property that is established in N.J.A.C. 2:76-6. This type of real property interest acquires a limited number of real property rights (less than a fee simple interest) at the time title transfers. A development easement is an interest in land only.

The following definitions were taken from the New Jersey Farmland Preservation Program Appraiser Handbook, 2007 Edition.

MARKET VALUE (UNRESTRICTED):

Market Value Unrestricted means the market value that the property will bring in the open market under all conditions requisite for a fair sale and which includes all rights of fee simple ownership.

MARKET VALUE (RESTRICTED):

Market Value Restricted is the market value of property subject to the deed restrictions placed on the title of a property as set forth in N.J.A.C. 2:76-6.15. This term may be synonymous with agricultural market value although in areas under heavy development pressure or in more exclusive gentrified areas an increment of value may be inherent for residential and/or recreational uses with agricultural use being secondary. The restrictions placed on the premises run with the land forever.

AGRICULTURAL MARKET VALUE:

Agricultural Market Value can be defined as the market value of property with a present and future highest and best use for agricultural production. This includes consideration of exposure on the market and competition for agricultural property among farmers.

AGRICULTURAL VALUE:

Agricultural Value is a value in use. It can be defined as the value of property based solely on its agricultural productivity. This value does not take into account alternative uses for the property.

RESIDENTIAL OPPORTUNITIES

This term encompasses exceptions which permit a residence, existing residential units and residential dwelling opportunities (RDSOs) which are further defined as follows: generally, the ability to reside on the property provides an increment of value attributed to the land, which is independent of the actual value of the physical structure. This ability may exist through a Residential Dwelling Site Opportunity, existing residential unit or an exception, which is not encumbered by the general deed restrictions as contained in the Deed of Easement (see N.J.A.C. 2:76-6).

EXCEPTIONS

An exception may be one of the following: (i) Severable Exception; or a (ii) Non-Severable Exception.

<u>Severable Exception:</u> is an area which is part of an existing Block and Lot owned by the applicant which will be excluded from the restrictions of the Deed of Easement and may be sold as a separate lot in the future;

Non-severable Exception: is an area which is part of an existing Block and Lot owned by the applicant that will not be subject to the restrictions of the Deed of Easement but cannot be sold separately from the remaining premises unless it is part of a larger area which is deemed to be agriculturally viable.

RESIDENTIAL OPPORTUNITIES (continued)

EXCEPTIONS (continued)

Residential Units: These consist of existing residential single family or multi-family units for residential purposes. The occupant does not have to be involved in the agricultural operation once the premises are permanently restricted.

Residential Dwelling Site Opportunities (RDSOs): An "RDSO" means the potential to construct a residential unit and other appurtenant structures on the premises according to N.J.A.C. 2:76-6.17. The residential building must be used for single family residential housing and its appurtenant uses. The construction and use of the residential unit shall be for agricultural purposes.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and resulting estimate of value, is subject to the following assumptions and limiting conditions:

- 1. The forecasts, projections, or estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
- 2. No responsibility is assumed for the legal description or for matters including legal or title considerations.

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

Title to the property is assumed to be good and marketable. The appraiser assumes no responsibility for matters legal in nature, nor renders any opinion as to title.

Confidential Information - information that is either: identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation. For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. As a result, the Federal Trade Commission issued a rule focused on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities have been deemed to include "appraising real or personal property. Federal Trade Commission, Privacy of Consumer Financial Information,

Final Rule, 16 CFR Part 313. I have not been notified of or provided with confidential information during this assignment unless otherwise noted herein.

- 3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, <u>unless</u> otherwise stated in this appraisal report. The market value restricted estimate is appraised as if the deed restrictions are in place.
- 4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, the appraiser assumes no responsibility for its accuracy.
- 5. Gloucester County provided copies of several documents such as deeds, tax maps and general property parcel maps of the subject property. These documents were relied upon in this report and are assumed to be accurate. The appraiser assumes no responsibility for the accuracy of the documents. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser has not made a survey of the property, and no responsibility is assumed in connection with such matters.
- 6. Appraiser assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering that might be required to discover such factors. The appraiser recommends that, if necessary, the client obtain an opinion from a competent engineering firm.
- 7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
- 8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
- 9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report.
- 10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
- 11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.

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- 12. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
- 13. Unless otherwise stated in this appraisal report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of hazardous substances such as radon, asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
- 14. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to sub-surface rights (minerals, oil, water, et cetera) that may be found on the subject property.
- 15. The appraiser reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.

Possession of this report, or a copy thereof, does not carry with it the right of publication. Any person other than the party to whom it is addressed without the written consent of the appraiser and in any event only in its entirety may not use this report for any purpose.

- 16. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute and the State Board of Real Estate Appraisers of the State of New Jersey.
- 17. Neither all nor part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, news media, sales media, or any public means of communication without the prior written consent and approval of The Hanson Organization, P.C.
- 18. The Appraisal Institute conducts a program of continuing education for its members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. Mark J. Hanson, MAI is currently certified under this program.

HISTORY OF TITLE

The owner of record to the subject property from the deed indicates Robert C. Urban and George H. Urban, received title from The Estate of Katherine N. Urban dated October 5, 2006, recorded October 20, 2006 in Book 4295 page 143. Subsequent to the original appraisal, it is my understanding that Robert C. Urban passed away leaving his interest to George H. Urban. A deed dated October 28, 2010 in Deed Book 4825 Page 32 has brought title current. I did not conduct a title search. A copy of this deed is included in the Addenda of this report. I have assumed that there are no title issues that would affect the market value. To the best of my knowledge title to this property has not changed since this transaction. The property has not transferred during the past five years other than by deed and operation of law. There have been no contracts for sale executed during the past five years.

GENERAL PROPERTY IDENTIFICATION AND DESCRIPTION

The property, (postal address: 221 Ogden Station Road, Thorofare, NJ 08086) is located on both the east and west sides of Ogden Station Road in West Deptford Township, Gloucester County. The parcel is identified as Block 374 Lot 1 and Block 375 Lot 2 on the West Deptford Township Tax Maps. The parcel has 3,845 linear feet of frontage on Ogden Station Road. According to the Application, the total land area is 119.4 acres with one non-severable exception. The land is 66% cropland, 26% cropland pastured and 8% wetlands. There is one barn and several small farm outbuildings on the property to be preserved. The homestead site containing two acres and multiple farm outbuildings plus the residence is excepted from the easement as a non-severable exception.

ZONING

As of the effective date of this appraisal, Block 374 Lot 1 and Block 375 Lot 2 were located in the R-6, Residence District of West Deptford Township. The principal permitted uses in the R-6 District are single family dwellings, agriculture, schools, churches, municipal uses and housing for the developmentally disabled.

The minimum bulk requirements area in the R-6 District is as follows:

2 acres
200 feet
250 feet
15% of Site Area
75 feet
50 feet
75 feet
35 feet

I have reviewed the zoning requirements as of the effective date of the appraisal. Based upon my review of the zoning information from West Deptford Township, the subject property conforms to the use requirements of the R-6 zoning district.

LOCAL PROPERTY TAX ASSESSMENT

Block/Lot	Land	<u>Improvements</u>	<u>Total</u>	<u>Class</u>
374/1	\$71,300	-0-	\$ 71,300	3B
375/2	\$81,000	\$164,600	\$245,600	3A
375/2	\$ 8,600	-0-	\$ 8,600	3B

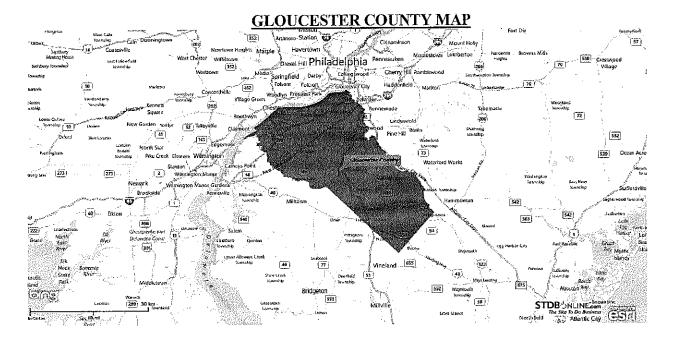
The 2011 tax rate for West Deptford Township is \$2.396 per \$100 of assessed value. The 2010 equalization ratio is 103.03%. The current annual real estate taxes for the subject property are \$7,798.98.

REGIONAL AND NEIGHBORHOOD DATA REGIONAL COMMENTS

Philadelphia, the focal point of the region, is located at the confluence of the Delaware and Schuylkill Rivers, which is the hub of the Delaware Valley. It is an eight-county region consisting of Philadelphia, Bucks, Chester, Delaware, and Montgomery Counties in southeastern Pennsylvania and Camden, Burlington, and Gloucester Counties in New Jersey.

The Delaware Valley is part of the eastern megalopolis and is well placed for regional economic growth since it is situated within some 100 miles of New York. Baltimore, Washington, D.C.; Atlantic City, New Jersey; Dover, Delaware; Harrisburg, Pennsylvania; and Annapolis, Maryland, are all within that radius. The city is located within one of the nation's largest markets and has national recognition for its diversity in its economic base and for consumer and industrial goods. The region's diversified economic base cuts across a variety of commercial activity.

The region is served by all forms of modern transportation including Philadelphia International Airport which is in reasonable proximity to West Deptford Township. It is also served by major railroad, bus, and shipping lines. The commuter transportation network involves a rail system which extends to virtually all points of the Delaware Valley providing rapid transit to the center of Philadelphia. The rail system has improved even further resulting from full operation of the Center commuter rail tunnel. Southern New Jersey and Central Philadelphia are connected via the Lindenwold High Speed Line and Transport of New Jersey bus service. The region is served by ConRail, Amtrak (Metroline Service to Washington and New York), Amtrak (Metroline Service to Washington and New York), and rail freight carrier. Rail transit to the airport is a major convenience factor to Southern New Jersey residents. Philadelphia International Airport is located approximately 25 minutes from West Deptford Township. All major airlines, with few exceptions, provide domestic and international passenger service. Smaller airports in North Philadelphia, Wilmington, Delaware and Mercer County, New Jersey provide shuttle service to Philadelphia International Airport and some additional flight service to major cities.



GLOUCESTER COUNTY

Gloucester County encompasses an area of approximately 325 square miles in the southwestern portion of New Jersey. Camden County borders it to the north, Atlantic and Cumberland Counties to the southeast, Salem County to the south, and the Delaware River forms the western border. The County is situated midway between New York City and Washington, DC and is included within the Philadelphia Metropolitan Area of southeastern Pennsylvania and southern New Jersey. Philadelphia; Wilmington, Delaware; and Atlantic City are within commuting distance of Gloucester County.

Although situated within a highly urbanized metropolitan area, the County is generally suburban in its northern and eastern areas, and rural in the other areas. Approximately 25% of the County's land area is developed, including 25,000 acres in residential use, 5,200 acres in industrial use and 2,600 acres in commercial use. Agriculture is an important aspect of the County's southern region, with nearly one-third of the land area (62,000 acres) actively engaged in agricultural production. As of August 2006, Gloucester County had over 10,188 acres of farmland permanently preserved though the Farmland Preservation Program and over 2,368 acres permanently preserved for Open Space.

Gloucester County has more than 1,400 miles of state, county and municipal roads. Interstate Highway Route 295, State Highways 40, 41, 42, 47, 49, 55, 77, 130 and 322 and the New Jersey Turnpike make up an extensive highway system within the county. The Commodore Barry Bridge crosses the Delaware River connecting Route 322 and the eastern portion of Gloucester County with the City of Chester in Pennsylvania. The Walt Whitman Bridge connects Route 42, just north of the county, with the City of Philadelphia and The Delaware Memorial Bridge connects the Turnpike and 295 with Wilmington, Delaware less than 10 miles southwest of Gloucester County.

Industry & Employment

Gloucester County is home to five major industrial parks known as the "Commodore Corridor": Pureland, Mid Atlantic, Forest Park, Northeast Business Center, and Commodore Corporate Center. These parks are situated along Interstate Route 295 on over 5,000 acres of land and are designed to accommodate over 30 million square feet of space. The strategic location, affordable housing and available labor force has attracted many businesses to relocate to these Gloucester County industrial parks.

Retail centers are interspersed throughout the county. The largest concentration of retail space is in Deptford and Washington Townships. The Deptford Mall is a regional shopping mall with 4 major anchors. Surrounding the mall are several retail centers with small, mid size, and large retailers. The Black Horse Pike in Washington Township also has numerous retail centers.

The service industry is also well represented throughout the county. There are many service type businesses catering to neighborhoods and regional users. Woodbury, the County Seat, has the most professional office space in the County. Medical office centers are located in proximity to Underwood Hospital in Woodbury and Kennedy Hospital in Washington Township.

Unemployment in Gloucester County has typically been at or slightly below the state average.

	2000 TO	2010 C	COUNT	Y UNE	MPLOY	YMENT	Γ RATE	HIST	ORY		
COUNTY	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
ATLANTIC	5.7	5.4	6.1	6.9	6.1	5.2	5.8	5.9	7.0	12.1	12.5
BERGEN	3.1	3.6	4.7	4.9	4.0	3.7	4.0	3.5	4.5	7.9	8.2
BURLINGTON	2.9	3.2	4.3	4.6	4.2	3.7	4.1	3.7	5.0	8.5	9.0
CAMDEN	3.9	4.1	5.4	6.1	5.4	4.7	5.2	4.7	6.0	10.0	10.6
CAPE MAY	8.6	8.2	8.8	9.9	6.8	4.3	7.1	6.7	8.3	11.4	11.8
CUMBERLAND	7.2	7.5	8.0	8.6	6.7	6.2	7.0	6.5	8.1	12.7	13.3
ESSEX	4.7	5.4	6.9	7.3	5.9	5.6	6.1	5.4	6.7	10.5	11.0
GLOUCESTER	3.8	3.9	4.9	5.5	4.9	4.3	4.7	4.3	5.5	9.4	10.1
HUDSON	5.7	6.2	7.6	8.0	5.9	5.4	5.8	5.1	6.5	10.7	10.9
HUNTERDON	1.7	2.1	3.1	3.9	3.2	3.0	3.3	2.9	3.8	6.8	7.1
MERCER	3.0	3.4	4.7	4.8	4.2	3.8	4.3	3.8	5.0	7.8	8.0
MIDDLESEX	3.1	3.7	4.9	5.4	4.5	4.1	4.4	3.9	5.1	8.7	8.8
MONMOUTH	3.2	3.6	4.8	5.3	4.4	4.0	4.2	3.8	4.9	8.5	8.7
MORRIS	2.3	2.9	4.0	4.4	3.5	3.2	3.5	3.1	4.1	7.2	7.3
OCEAN	3.9	4.1	5.1	5.7	4.9	4.5	5.0	4.6	6.1	9.7	10.3
PASSAIC	5.0	5.7	6.9	7.7	5.9	5.4	5.9	5.4	6.9	11.2	11.4
SALEM	4.4	4.6	5.8	6.9	5.5	4.8	5.1	5.0	6.3	10.7	11.2
SOMERSET	2.1	2.7	4.0	4.3	3.7	3.3	3.5	3.1	4.1	7.4	7.5
SUSSEX	2.9	3.6	4.6	5.5	4.1	3.8	4.2	4.0	5.1	8.7	9.4
UNION	4.0	4.5	6.0	6.3	5.1	4.7	5.1	4.6	5.8	9.5	9.7
WARREN	3.1	3.6	5.0	5.7	4.3	3.8	4.0	3.7	5.0	8.8	9.1
STATEWIDE	3.8	4.2	5.4	6.1	4.9	4.4	4.8	4.3	5.5	9.2	9.5

I note that 2008, 2009 and 2010 has seen an increase in the unemployment rate across the state due to deteriorating economic conditions. For residents who work out of the county, Routes 42, 47, 55, and 295 provide direct access to Philadelphia and employment centers in the Mt.

Laurel/Cherry Hill area.

Population

In 1970 Gloucester County had a population of 172,681 persons. Population increased by 15.8% to 199,917 in 1980 and 15.1% to 230,082 in 1990. Population increased to 254,673 in 2000, a 10.7% increase since 1990. This growth trend is impressive when compared with the State growth of 2.7% in 1970 to 1980, 5.0% in 1980 to 1990, 8.9% in 1990 to 2000 and 13.03% in 2000 to 2008. Gloucester County's strong growth reflects a transformation of the county from a rural to a suburban region.

The fastest growing municipality over the past decade in Gloucester County was Woolwich Township. Woolwich had the 2nd highest percent increase of all municipalities in the state and is one of only two municipalities that more than doubled their population over the past decade. Only 11 municipalities in the entire state had an increase of more than 50% and two are located in Gloucester County: Woolwich Township at 107.8% and Harrison Township at 86.4%.

Gloucester County has had a steady increase in population, particularly in the northern and eastern portions of the county. The chart on the following page identifies the municipalities within Gloucester County with their population and growth trends.

			POPULATION	% POPULATION
	YR: 2000	YR:2008	CHANGE	CHANGE
Gloucester County	254,673	287,860	33,187	13.03%
Clayton borough	7,139	7,553	414	5.80%
Deptford township	26,763	30,632	3,869	14.46%
East Greenwich township	5,430	7,788	2,358	43.43%
Elk township	3,514	3,906	392	11.16%
Franklin township	15,466	17,287	1,821	11.77%
Glassboro borough	19,068	19,751	683	3.58%
Greenwich township	4,879	4,984	105	2.15%
Harrison township	8,788	12,436	3,648	41.51%
Logan township	6,032	6,245	213	3.53%
Mantua township	14,217	15,177	960	6.75%
Monroe township	28,967	32,949	3,982	13.75%
National Park borough	3,205	3,227	22	0.69%
Newfield borough	1,616	1,669	53	3.28%
Paulsboro borough	6,160	6,075	-85	-1.38%
Pitman borough	9,331	9,206	-125	-1.34%
South Harrison township	2,417	3,134	717	29.66%
Swedesboro borough	2,055	2,250	195	9.49%
Washington township	47,114	52,037	4,923	10.45%
Wenonah borough	2,317	2,355	38	1.64%
West Deptford township	19,366	22,013	2,647	13.67%
Westville borough	4,500	4,467	-33	-0.73%
Woodbury city	10,309	10,450	141	1.37%
Woodbury Heights borough	2,988	3,052	64	2.14%
Woolwich township	3,032	9,174	6,142	202.57%

Housing

Along with the increase in population the number of dwelling units authorized by building permit in Gloucester County has also increased significantly in recent years. The building permit data indicates 2004 and 2005 were the peak periods of time for housing demand. 2006 represents a year of housing demand decline due to the market price correction now occurring.

The chart on the following page shows building permits issued in each municipality from 2007 through 2011.

BUILDING	PERMITS	FROM 2007 T	O AUGUST 2011

	2011 Total	2010 Total	2009 Total	2008 Total	2007 Total
	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>	<u>Units</u>
Clayton borough	7	21	4	12	19
Deptford township	40	51	203	45	53
East Greenwich township	47	91	175	219	206
Elk township	6	12	11	16	19
Franklin township	10	19	19	25	59
Glassboro borough	16	113	29	38	71
Greenwich township	7	7	7	6	8
Harrison township	20	42	50	62	69
Logan township	27	6	6	12	19
Mantua township	0	0	13	22	2
Monroe township	69	208	89	104	151
National Park borough	69	2	0	2	1
Newfield borough	0	0	0	0	2
Paulsboro borough	0	3	4	4	3
Pitman borough	0	1	0	2	0
South Harrison township	3	12	6	20	26
Swedesboro borough	26	52	67	54	77
Washington township	29	1	2	7	18
Wenonah borough	0	2	0	1	7
West Deptford township	1	8	2	13	13
Westville borough	1	0	0	0	1
Woodbury	1	2	1	0	5
Woodbury Heights borough	0	0	0	0	5
Woolwich township	1	63	180	124	86
Gloucester County	393	716	868	788	920

For the year 2007, the number of dwelling units authorized by building permits in Gloucester County was 920. The county issued 788 building permits in 2008, a 14.3% annual decline from 2007; 868 permits in 2009, a 10.2% annual increase from 2008; 716 in 2010, a 17.5% annual decline from 2009; and 393 in 2011, a 17.6% annual decline from 2010 if the present 2011 pace is annualized. Monroe Township, East Greenwich Township and National Park were the leaders in the

county in issuing building permits in 2011. The building permit data in the county indicate declining demand for housing in the marketplace from 2007 to the present except for a rebound in 2009.

MULTIPLE LISTING DATA FROM 2003 TO 2010

	TOTAL UNITS T	OTAL UNITS	AVERAGE	TOTAL %	AVERAGE DAYS
YEAR	LISTED	SOLD	SOLD PRICE	INCREASE/YR	ON MARKET
2010	5,536	2,053	\$212,806	-1.9%	103
2009	5,602	2,386	\$217,016	-8.1%	104
2008	6,453	2,441	\$236,094	-4.2%	93
2007	7,111	3,203	\$246,341	2.2%	75
2006	7,078	3,666	\$241,068	8.1%	62
2005	6,108	4,023	\$222,925	14.0%	52
2004	5,260	3,855	\$195,472	17.3%	53
2003	4,715	3,570	\$166,664	N/A	51

The Multiple Listing Service reports housing sales activity Gloucester County. The chart above demonstrates a consistent trend of increased sales activity, rising prices and generally shorter marketing periods between 2003 and 2005. Beginning in 2006 through the effective date of the appraisal, market demand has declined (see units sold column). Market prices began to decline in 2008 and marketing times increased beginning in 2006. This trend is consistent with the regional market. Until price levels fall in line with income affordability levels, market prices can be expected to continue their decline.

County Conclusion

Gloucester County has grown rapidly in recent years when compared to state and national trends. The county has plenty to offer for residents and business. The county is conveniently located with easy access to employment, recreational and cultural centers. The favorable demographic data indicates positive trends in recent years. I anticipate negative economic indicators through the balance of 2011 and into 2012.

NEIGHBORHOOD DATA

A. CONCLUSIONS

Key economic indicators show that the economy of West Deptford Township is similar to the county trend. The traditional economic base of the neighborhood has been industrial and agriculture. Concurrent with national trends, the local economy is now shifting toward a service-oriented base with existing agriculture uses beginning to co-exist with residential uses. The Township's population has experienced solid growth from 2000 to 2008. The subject property is located in a low density residential area. The surrounding principal land uses are agricultural and residential uses.

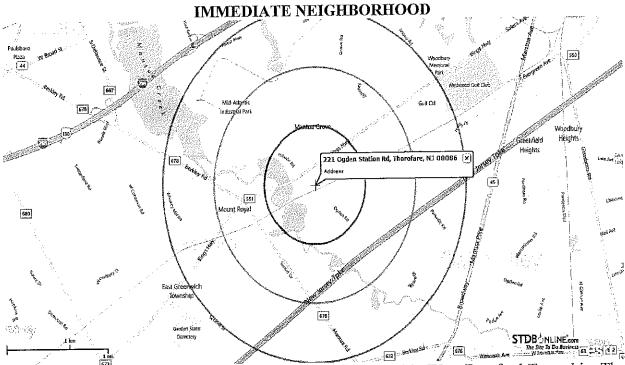
B. OVERVIEW OF WEST DEPTFORD TOWNSHIP

West Deptford Township is one of twenty four municipalities in Gloucester County, New Jersey. It occupies a portion of the northern section of the county bordered by National Park, Westville, Woodbury, Woodbury Heights, East Greenwich Township, Deptford Township, Mantua Township and Paulsboro. West Deptford Township is linked to Philadelphia via Routes 45, 130 and I-295.

West Deptford Township is approximately a 20 minute drive west to Philadelphia, Pennsylvania and approximately two hours south of midtown New York City via The New Jersey Turnpike and Route I-295. Route I-295 is a major north-south artery that bisects West Deptford Township. The New Jersey Turnpike terminates in New York City, providing access to urban centers from Boston to Washington, D.C.

C. POPULATION

West Deptford Township experienced stagnant growth during the period 1990 to 2000. During 2000 to 2008, the population increased 13.67%. This is consistent with the nationwide trend of population growth in semi-rural/suburban areas. The population in the Township increased from 19,451 in 1990 to 20,464 in 2004 or a 5.21% increase. West Deptford Township and Gloucester County's population growth is a positive economic indicator.



The subject property site has frontage on Ogden Station Road in West Deptford Township. The neighborhood is considered semi-rural. The immediate neighborhood is comprised primarily of a combination of agriculture and industrial land uses. The surrounding properties are agricultural and single family residential in nature and this enhances the subject property's marketing appeal.

To the northwest is the City of Woodbury, the county seat. In conclusion, the immediate neighborhood offers a quality surburban residential location.

The neighborhood boundaries are the City of Woodbury to the north, Route I-295 to the west, the New Jersey Turnpike to the east and Mantua Creek to the south.

Within the stated neighborhood boundaries, agriculture, low density residential and industrial land uses are the primary land uses. The general boundaries of the surrounding area are clearly defined in terms of land use. The neighborhood is anchored by Route 45 and I-295.

Type of Development

The neighborhood is developed with residential, industrial and agriculture land uses along the road frontage. Agriculture, industrial and residential uses are the predominant land uses in the neighborhood.

General Price Trends

Sale prices for residential and agricultural vacant land in the market have varied considerably due to various atypical physical characteristics that result in price premiums or discounts in the market. Sale prices for land in the market have been more consistent falling within a range of \$2,500 to \$5,000 per acre for restricted agricultural land without development rights and \$10,000 to \$20,000 per acre for agricultural land with development rights. Residential single family sites typically sell based on a site value plus excess land supporting the residential use in the range of \$75,000 per site to \$100,000 per site.

It is clear that residential property values in West Deptford Township trended substantially higher in 2003 and 2004. In the fourth quarter of 2005, the residential market began a price correction and this correction continues today.

Locational Trends

West Deptford Township is a quality location in Gloucester County. The subject site is located in the southeastern section of the Township near Route 45. The Township is primarily residential with agricultural land uses dispersed throughout southern part of the Township. The residential market in general has experienced weak demand within the past twenty four months.

Accessibility of West Deptford Township

West Deptford Township is located north, south and west of Woodbury, the county seat. The major road arteries serving the neighborhood are State Route 45 and County Routes 551, 648, 656 and 678. The county routes are two-way, two-lane roads that provide adequate car and truck access to the neighborhood. Route 45 is a two way, four lane commercial artery serving all of Gloucester County.

Planning and Zoning Restrictions

Within the subject property's market, the major zoning classifications are residential and industrial. The current uses within the neighborhood are compatible with the zoning plan. The current zoning section covering the R-6 district has not been the subject of any recent amendments according to the planning board secretary of West Deptford Township.

Utilities Adequacy

The neighborhood is serviced by electric, telephone and cable. Public Service Gas and Electric is the main electric supplier. The electric supply has not been interrupted within the recent past and is not expected to be interrupted in the near future.

Telephone service is provided by Verizon and other carriers and is typical of most well-run telephone systems throughout the country.

Cable television and Internet service is provided by Comcast and Verizon and other carriers with reliable access and few interruptions.

Detrimental Influences

There are no detrimental influences within the immediate area. There are no traffic problems, pollution or noise hazards which would make this area unattractive to residential or agricultural users.

Conclusion

The neighborhood is a surburban mix of agriculture, residential and industrial uses. It is known as a year round community. The immediate neighborhood offers adequate utilities to serve its consumers. The area offers adequate access to the interstate road network. Significant residential growth is not expected during the short term due to the economic problems facing the housing industry today. At present, the subject property's neighborhood is in the developing period of its life cycle.

PROPERTY VALUATION, BEFORE DEVELOPMENT EASEMENT ACQUISITION

PROPERTY DESCRIPTION AND ADAPTABILITY FOR RESIDENTIAL USE

SITE DESCRIPTION

I inspected the property on October 21, 2008 and September 30, 2011. The following descriptions are based on my inspection of the property, discussion with the property owner, various public documents (such as the municipal tax map and Gloucester County supplied data.

1. Location

The subject site has frontage on Ogden Station Road, approximately one and one-quarter mile west from Route 45. At the subject's location, Ogden Station Road is a 33 foot wide bituminous

paved, two lane road with no curbing or sidewalk. The subject is located in a semi-rural area in transition to a residential area of the Township.

2. Physical Characteristics

The subject property features two parcels of land. Block 374 Lot 1 (hereinafter identified as Parcel #1 purely for description purposes in this report) is an irregular parcel containing 76.2 acres located on the north side of Ogden Station Road. Parcel #1 has 2,500 linear feet of frontage on Ogden Station Road. Both Parcel #1 and #2 are considered level (see the topographic map in the Addenda). There are no physical characteristics that would limit residential development on site. The soils are compatible for residential development.

3. Subject Property Soils

The Soil Data for Gloucester County provided by the Gloucester County Office of Land Preservation is based on data compiled by the United States Department of Agriculture. I have also reviewed data online from New Jersey Department of Environmental Protection (DEP) map.

A review of the soil data indicates that FhB, FhC, Tm, FsD and FtF are the dominant soils on this property. These soils are sandy type soils. They are adequate for septic capability and are adequate for the highest and best use before the development easement acquisition.

Soils in Community Development¹

Factors considered in rating soils for building development include hazard of flooding, height of water table, stability, shear strength, and slopes. The disposal of septic effluent depends on soil permeability at a depth of 30 inches, depth to ground water, presence of ironstone, slope of soil, and overflow hazard. Soil features affecting use of soils for foundations of buildings and/or disposal of septic effluent are rated: Slight, Moderate, & Severe. Slight limitation means that the soil has few or no limitations. Moderate limitation means that by special design and construction these soils could be drained and constructed to support development. Severe limitations indicate that the situation cannot be corrected or that correction is otherwise impractical.

Soil properties are important because they affect construction and maintenance. These properties include: permeability to water, compaction characteristics, soil drainage, shrink-swell characteristics, grain size and plasticity. The depth to the water table and the topography are also important.

Overall, the site has soils that are adequate for residential development.

Wetlands/Hydrology

A wetlands map for the subject property prepared by the New Jersey Department of Environmental Protection Agency based upon aerial photos in 2002 was reviewed. According to the wetlands map and my review of the Soil Data, there are wetlands and tidal marsh on site. The Gloucester County Land Use Map and other maps in my file obtained from Steven Bartelt, MAI, indicates there are a total of 35.196 acres of wetlands and tidal marsh on site (30% of the total

Information on soils taken from <u>SSURGO Soil Data provided by Gloucester County</u>

acreage). The intended users of this report are hereby advised that the appraiser is not a wetlands or soils expert. I have relied upon the data provided by government resources and my inspection of the subject property. I recommend that my soil and wetland conclusions be confirmed by survey or wetlands delineation methodology.

4. Utilities

An inspection of the site indicates electric, cable and telephone are available to the site. Public water and sewer are not available to the site.

5. Easements

Based on my physical inspection of the site and a review of the legal description, there are two easements on the subject site which would adversely affect the value of the site. On Parcel #1 (Block 374 Lot 1), there is a Colonial Pipeline easement that bisects the rear of the site. On Parcel #2 (Block 375 Lot 2), there is a West Deptford Municipal Utilities Authority sewer line easement that runs in a north to south direction along the western border of the parcel. These easements are legal characteristics that limit residential development on site. Their impact on the functional utility of the site for future development is limited due to their location on site.

6. Access

Gloucester County shares a well-developed transportation system within the Philadelphia area and the northeastern region of the United States. Transportation, combined with a stable year round environment, has been a key factor contributing to the growth of West Deptford Township. The subject property is an accessible location by motor vehicle from various county and local roads into Routes 45 and I-295.

7. Site Improvements

The subject site has no site improvements other than the one frame barn and two outbuildings.

8. Functional Utility of the Site

The physical site characteristics support the highest and best use of the subject property. The site offers adequate width and depth for residential development and agricultural use. Support services such as utilities, police and fire protection are adequate.

9. Environmental Issues

The site is within a designated flood zone indicating an area of potential flooding. Please refer to the assumptions and limiting conditions contained within the report. The land area within the flood zone cannot be developed with residential land uses. Therefore, there are environmental issues that would impact on value. I have not been provided with any maps that identify the riparian rights of the State of New Jersey along the border of the Mantua Creek with Parcel #2. The appraisal instructions require that I estimate the development easement value based upon 119 acres. I have assumed that the State of New Jersey does not own under its riparian rights claim any of the 119 acres.

I am not aware of any deed restrictions or special assessments which would have a detrimental influence on the marketability of the site. Overall, the site offers adequate functional utility for residential and agricultural use.

IMPROVEMENT DESCRIPTION

There is one barn and several minor farm outbuildings located at the rear of the homestead exception area on Parcel #2 (Block 375 Lot 2). These improvements contribute essentially no value in my analysis. There is a farm house positioned on the site that is within a non-severable exception and is not considered in the final value conclusion.

<u>HIGHEST AND BEST USE BEFORE DEVELOPMENT EASEMENT ACQUISITION</u>

The determination of the highest and best use of a property is a critical process in the valuation of real estate. Highest and Best Use is defined in <u>The Dictionary of Real Estate Appraisal</u>, Fourth Edition, by Appraisal Institute, 2002, page 135, as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

The estimation of highest and best use results from judgment and analytical skill, i.e., that the use concluded from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the foundation on which market value rests. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use of both land as though vacant and property as improved must meet four criteria. The highest and best use must be 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. These criteria are usually considered sequentially; a use may be physically possible, but this is irrelevant if it is feasibly impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a reasonable possibility that the zoning can be changed, the proposed use can be considered on that basis. A full analysis may be included in the report when the conclusions are based on techniques applied to identify the highest and best use among two or more potential uses. (For full discussion refer to The Appraisal of Real Estate, Twelfth Edition by Appraisal Institute, 2001, pages 305-319.)

There are two types of highest and best use: first, is the highest and best use of land/site as if vacant and, second, is as currently improved. Each requires a separate analysis.

The following criteria must be met in estimating the highest and best use. The use must be legal and probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

- 1. <u>Procedure.</u> The highest and best use analysis involves a four-part procedure for both the land as if vacant and as improved. The analysis is as follows:
- 1. Possible Use:

What uses are physically possible on the subject site with the improvements?

2. Permissible Use:

What uses are legally permitted by zoning or any other land use regulations or restrictions?

3. Feasible Use:

What uses, determined to be physically possible and legally permissible, are the most appropriate considering all data gathered? The use should produce a net return to the owner.

4. Maximally Productive Use:

Of the appropriate or feasible uses chosen, which specific use will produce the most profitable land value of the subject property as of the effective date of the appraisal?

2. Highest and Best Use As If Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

a. Existing Land-Use Regulations

The existing land use regulations are embodied in the local zoning ordinance. The subject site (Parcel #1 & #2) is zoned R-6, Residence. A review of the principal permitted uses and site requirements indicates that the current use is a legal conforming use of the R-6 zone. Any development scenario must comply with the current zoning district regulations. Therefore, only low density residential sites can be developed on the subject site.

b. Probable Modification to Land-Use Regulations

There are no plans to change the zoning district requirements. The surrounding land uses are low density residential and agriculture in nature. There are no potential other land uses that are compatible. The subject site's present use is agriculture in nature.

c.Economic Demand

Economic demand for the use of the subject site is created by its frontage on Ogden Station Road and proximity to I-295 and Route 45. The greatest demand for the subject site would be for use that could take advantage of this location, as discussed in the following:

- (1) Residential development is consistent with the surrounding environment. It is permissible with the zoning ordinance.
- (2) Office development is not consistent with the subject's surrounding environment and market trends. The office market has developed along Route 45 in the Woodbury area. The surrounding land uses along Route 45 support office use and create a more suitable environment for office development. There is no office development in the neighborhood and it is not likely to change.
- (3) Industrial development is consistent with the surrounding environment but not the zoning plan. The immediate area of the subject site is residential and agriculture. There is industrial development

in the neighborhood to the west but County Route 551 is the demarcation line for industrial development.

(4) Commercial development requires sites that can accommodate retail traffic. Site visibility and ease of access are also key factors for retail use. Commercial development is not consistent with the subject's surrounding environment and market trends. The commercial market developed along Route 45 and County Routes 551 and 678. There is no commercial development along Ogden Station Road in the immediate area of the subject site and it is not likely to change.

Due to the site's close proximity to I-295, State Route 45 and County Route 551 and adequate site access, this site is a viable residential site when the market correction ends. Residential development is a viable use for the subject site due to the surrounding uses and stable residential land prices. Residential use offers the higher return to the land of all alternatives other than agriculture at the present time. Although residential demand is temporarily weak due to the market correction that began in the fourth quarter of 2005, residential use offers the highest return when compared with other legal uses over the long term.

In conclusion, there is a justifiable economic demand for the subject site as of the date of appraisal; therefore, the most probable use is for residential development if the subject site were vacant as of the appraisal date.

d.Physical Adaptability of the Property

The use of the subject site is dictated by the physical aspects of the site itself. The size, shape, accessibility, and location are determinants of value. The size of the site has considerable influence on its development. The key determinant to development of the site is the permitted size of the project. The subject site is approximately 119.4 acres of land area with adequate frontage onto Ogden Station Road. The size and shape will allow for flexibility of numerous uses including residential, commercial, industrial and agriculture. By virtue of its size and shape, the site lends itself primarily to residential and agricultural use. The physical aspects of the site do not impose constraints on development to its highest and best use.

e. Neighborhood Trends

The neighborhood surrounding the subject site is dominated by agricultural use and spot residential development. Development of new residential uses supporting the subject land use is generally on a location sensitive basis with residential development actively temporarily on hiatus due to the market correction and weakening economic conditions. There is an adequate supply of available vacant land within the county for residential development. Development of properties in the area has stalled and this lack of demand is expected to continue into the short term foreseeable future. The subject's current use is not expected to change due to current development conditions.

f.Optimal Use of the Property

Residential use of the site is considered reasonable based on the price levels of residential land and surrounding land uses. Industrial use is a not viable alternative since the subject's zoning land uses are incompatible with industrial use. Commercial use is a not viable alternative since the subject's surrounding land uses are residential and agricultural which limits the economic demand for commercial use. The immediate area is presently developed with agricultural and residential uses. In

conclusion, there is a long term justifiable economic demand for the subject site as of the date of appraisal but short term demand is weak. This results in development projects being placed on hold until economic conditions improve; therefore, the most probable use is for a short term interim hold until residential development becomes viable if the subject site were vacant as of the appraisal date. The optimal use of the subject site, as if vacant and available for development, would be for short term hold until residential use is warranted by market conditions.

g. Financial Feasibility

Financial feasibility is one of the four criteria the highest and best use of a property must meet. It is the ability of a property to generate sufficient income to support the use for which it was designed. It is the ability of a project or an enterprise to meet defined investment objectives; an investment's ability to produce sufficient revenue to pay all expenses and charges and to provide a reasonable return on and recapture of the money invested. In reference to a service or residential property where revenue is not a fundamental consideration, economic soundness is based on the need for and desirability of the property for a particular purpose. An investment property is economically feasible if its prospective earning power is sufficient to pay a fair rate of return on its complete cost (including indirect costs), i.e., the estimated value at completion equals or exceeds the estimated cost. Financially feasible considers those uses that are physically possible and legally permissible that would make economic or financial sense.

The current effective economic demand for this site is agricultural use with the long term probability of low density residential development as residential demand increases in Gloucester County. Residential low density demand began in the late 1990's in certain parts of Gloucester County and is now beginning to expand as residential developers seek more affordable land. The subject site has been used on an interim basis as agriculture. This use does not represent an ultimate highest and best use but on an interim basis is a reasonable one and financially reasonable in that it produces some revenue on a parcel of vacant land that would other wise be a non-revenue producing asset. Ultimate financial feasibility of the site revolves around development with a more intensive use than agriculture such as low density residential development that does not require public water and sewer and other housing infrastructure. As housing demand increases within Gloucester County, land values supporting agricultural uses will give way to land values supporting low density housing. Investors anticipating long term residential trends are paying price premiums in the current market above agricultural values. These premiums reflect the present value expectations of investors who are prepared to continue agricultural use as an interim use until population and other demographics fuel economic demand for residential houses in the current market. Although residential low density use may be a long term future use, investor expectations in the form of upward price trends in the present market have been documented over time indicating financial feasibility for this type of investment motivation.

h. Maximum Productivity

One of the four criteria the highest and best use of a property must meet. The selected land use must be financially feasible and yield the highest value of the possible uses. There is only one maximally productive use, i.e., the highest and best use. I have given serious consideration to which uses meet the other three criteria and result in a maximally productive (most productive land use alternative). The most productive alternative is to maintain the current agricultural use until the subject site can be developed with a low density residential. This use (low density residential) is not currently the maximally productive use due to limited economic demand resulting from demographics not ripe for residential development and current market conditions. The subject site's interim use as agriculture is reasonable since it produces some revenue for a property that would otherwise be a non-income producing property.

MARKET ANALYSIS

A.MARKET AREA

The first step in conducting a market analysis is to delineate the primary market area. I have concluded the market area is Gloucester County. Within the primary market area, the principal developing communities are Mantua Township, East Greenwich Township, West Deptford Township, Deptford Township and Woolwich Township.

I identified areas with low density residential projects, and then selected geographical areas with household incomes that are similar to the subject location. Next, I identified new low density projects under construction and planned in surrounding areas. The final step was to consider successful recent low density developments with attributes comparable to the subject site in similar socioeconomic areas.

In terms of buyer profile, my research indicates that the primary demand for low density units in the subject's market area can be found in two market segments, or age and income groups.

These are the age groups 25 to 65 with household incomes over \$100,000 per year. These two groups are comprised of one person households, the married couple without children household, the adult child with one parent household, the two or more siblings together household, and the adult living with another adult relative household. Please refer to the Household By Type Demographic Data in the Addenda.

Population and household trends indicate that the market area has experienced solid growth since 2000. However, this growth is expected to slow down during the period 2010 through 2015 when compared with the period 2000 through 2010. Table 1 presents total population and household figures for the market area. The market area experienced growth numbers from 90,717 households in 2000 to 105,932 households in 2010 and is projected to grow to 112,739 households in 2015. As presented, the total number of households is anticipated to increase at a rate of 6.43% from 2010 to 2015. Total population is expected to increase at a rate of 6.16%, from 2010 to 2015. Although solid growth is projected in population and households from 2010 through 2015 in the market area, the increases are lower when compared with the population and household growth rates between 2000 and 2010.

Table 1
Population and Household Growth
For the Market Area from 2000 to 2015

			% CHANGI	E TOTAL		% CHANGE	TOTAL
CATEGORY	2000	2010	2000-2010	CHANGE	<u> 2015</u>	<u>2010-2015</u>	CHANGE
POPULATION	254,673	294,832	15.77%	40,159	312,981	6.16%	18,149
# OF HOUSEHOLDS	90,717	105,932	16.77%	15,215	112,739	6.43%	6,807
AVERAGE HOUSEHOLD SIZE	2.75	2.73	-0.73%	-0.02	2.72	-0.37%	-0.01

Source: Site To Do Business

Compiled by: The Hanson Organization, P.C.

Both the growth in total population and number of households are projected to be lower during the period 2010 through 2015 when compared to the period 2000 to 2010. This lower growth translates into reduced housing demand in the Gloucester County residential market over the long term.

Table 2 provides a summary of the income growth in households for annual income levels above \$75,000 within the market area. This data is also presented in the Addenda. The market area experienced growth from 28,499 households with income levels over \$75,000 in 2000 to 50,617 households with income levels over \$75,000 in 2010 and is projected to grow to 63,878 households with income levels over \$75,000 in 2015. Table 2 indicates the demand for housing units is projected to increase by 26.2 percent during the period 2010 to 2015 with the best demand generators in the over \$100,000 annual income category

<u>Table 2</u>
Projected Growth in Households with Incomes over \$75,000 in the Market Area 2000 - 2015

	INCOME	INCOME	INCOME	INCOME
YEAR	\$75,000-\$99,999	\$100,000-\$149,999	<u>\$150,000-\$199,999</u>	<u>\$200,000+</u>
2000	14,417	10,500	2,169	1,413
2010	20,959	20,191	6,171	3,296
2000-2010 # CHANGE	6,542	9,691	4,002	1,883
2000-2010% CHANGE	45,38%	92.30%	184.51%	133.26%
2015	20,956	30,362	7,796	4,764
2010-2015 # CHANGE	-3	10,171	1,625	1,468
2010-2015 % CHANGE		50.37%	26.33%	44.54%
2000-2015 # CHANGE	6,539	19,862	5,627	3,351
2000-2015 % CHANGE	,	189.16%	259.43%	237.15%

Source: Site To Do Business

Compiled by: The Hanson Organization, P.C.

Table 2 indicates the demand for housing units over the long term in the market is expected to be significant despite the housing market correction currently being experienced in today's market area. Table 2 shows a substantial increase in household growth for incomes over \$75,000 per year. This growth will create demand for residential housing units once the market correction ends.

B. HOUSING TRENDS

The housing market has remained stable in the market area since 2000. During the period 2003 through 2005, single family development surged in various municipalities in the market area as a result of cheap land, dramatic appreciation and significant housing demand. Table 3 below shows a comparison of housing data between Gloucester County and New Jersey.

Table 3
General Housing Demographic Data Comparison
Between Gloucester County and New Jersey

	GLOUCESTER	
HOUSING DEMOGRAPHIC DATA	COUNTY	NEW JERSEY
Housing units, 2005 estimate	103,137	
Homeownership rate (%), 2000 Census	79.9%	
Single family homes (number), 2000 Census	76,360	
Households, 2000 Census	90,717	3,064,645
Persons per household, 2000 Census	2.75	2.68

The most recent residential building permits issued for the market area were presented in the Regional Data section of the report. In that section of the report, a history of building permit data between 2007 and 2011 is presented that documents the housing demand activity during the relevant time period. These figures do not indicate actual construction activity since all permits issued do not result in completed units, but they do indicate the level of proposed development. Prior to 2007, the overall trend in housing development in the local market showed a general increase in building activity from 2001 to 2005. In the fourth quarter of 2005, the market began a correction which continues today. The market correction is documented by the historical building permit data from 2007 to August 2011 found in the Regional Data section of the report. There is a clear lack of demand in the residential market.

C. ECONOMIC GROWTH

The economic outlook is not favorable based upon rising unemployment data and declining GDP. Real GDP (inflation-adjusted Gross Domestic Product) has been volatile over the past several years and has declined recently. Real GDP is expected to remain weak in 2011 as economic data including consumer confidence impact performance. A second recession risk appears to be a possibility. Interest rates are at sustainable economic levels. Real or inflation-adjusted interest rates remain well below levels that have induced sharp economic slowdowns or recessions in the past.

Sustained economic expansion and the Federal Reserve's promise to make no radical shifts in economic policies mean that the Federal Reserve would act on short-term interest rates only to keep inflation contained. The federal funds rate is now below 1%. Economic prospects are not

favorable based upon the recent economic crisis requiring a massive federal bailout. Listed below in Table 4 are economic indicators relevant to the national and local economy.

Table 4

<u>Market Yield Rates</u>

	1	2	3	4	5	6	7	8	9	10	11	12	13
Market Yield Rates (%)	Jun-11	May-11	<u>Apr-11</u>	Mar-11	Feb-11	<u>Jan-11</u>	Dec-10	Nov-10	Oct-10	Sep-10	Aug-10	<u>Jul-10</u>	<u>Jun-10</u>
Prime Rate	3.25	3.25	3,25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25
Federal Funds Rate	0.09	0.09	0.10	0.14	0.16	0.17	0.18	0.19	0.19	0.19	0.19	0.18	0.18
3-Month Treasury Bills	0.04	0.04	0.06	0.10	0.13	0.15	0.14	0.14	0.13	0.15	0.16	0.16	0.12
3-Month Certificates of Deposit	0.22	0.21	0.23	0.16	0.28	0.29	0.30	0.27	0.27	0.28	0.32	0.41	0.52
LIBOR-3 month rate	0.36	0.38	0.40	0.42	0.41	0.39	0.39	0.40	0.40	0.42	0.52	0.61	0.61
U.S. 5-Year Bond	1.58	1.84	2.17	2.11	2.26	1.99	1.93	1.35	1.18	1.41	1.47	1.76	2.00
U.S. 10-Year Bond	3.00	3.17	3.46	3.51	3.58	3.29	3.29	2.76	2.54	2.65	2.70	3.01	3.20
U.S. 20+ Year Bond	4.23	4.29	4.50	4.51	4.65	4.52	4.42	4.19	3.87	3.77	3.80	3.99	4.13
Municipal Tax Exempts (Aaa)	N/A	4.32	4.93	N/A	4.79	4.86	4.67	4.00	3.83	3.63	3.44	3.69	3.75
Municipal Tax Exempts (A)	N/A	5.26	5.52	N/A	5.67	5.71	5.57	4.86	4.57	4.57	4.14	4.39	4.49
Corporate Bonds (Aaa)	4.99	4.96	5.16	5.13	5.22	5.04	5.02	4.87	4.68	4.53	4.49	4.72	4.88
Corporate Bonds (A)	N/A	5.29	5.52	N/A	5.64	5.53	5.52	5.33	5.09	5.01	5.00	5,25	5,44
Corporate Bonds (Baa)	5.75	5.78	6.02	6.03	6.15	6.09	6.10	5.92	5.72	5.66	5.66	6.01	6.23
Common Stocks—500	2.04	1.95	1.92	1.90	1.80	1.84	1.90	1.94	1.97	2.06	2.10	2,10	2.09
New House Loans—U.S. Averages Interest rate (%)	4.61	4.86	4.91	4.98	4.94	4.75	4.26	4.26	4.40	4.52	4.67	4.87	5.00
Used House Loans—U.S. Averages Interest rate (%)	4.75	4.87	4.93	4.98	4.91	4.82	4.54	4.54	4.62	4.68	4.76	4.90	5.02
Conv. Home Mortgage Rates in Phila. Metro Area	4.91	4.79	4.79	4.79	4.49	4.49	4.49	4.71	4.71	4.71	5.08	5.08	5.08

Economic and market conditions have been weak for the past several years. In response to the financial turmoil, households and businesses have curbed spending in order to conserve cash. The result is that economic conditions have continued to remain weak. The National Bureau of Economic Research (NBER) declared that a recession started sometime around December 2007 and ended during the summer of 2009. Economic forecasters are now concerned about a second recession in 2011.

Real interest rates have declined to levels that ended recessions and bear markets in the past. Absent the credit crisis, low real interest rates plus declining real property values would be expected to provide an economic rebound. The economic crisis has created great uncertainty in the marketplace leading to difficulty in the national economic conditions.

Economic growth is impacted by inflation as well as other factors in the market place. Recent inflation data suggests that it is a non-factor in this economy. From 1993 through 2003, inflation remained below 3%. Beginning in 2004 through to the present, inflation has risen to approximately 3%-4% per year. Despite the recent rise in inflation, the Federal Reserve has maintained a stable interest rate policy. The policy makers are less concerned about inflation at this point in time.

Demand for new homes was down in 2010 and in 2011 for several reasons. Lenders have toughened their requirements in the wake of rising defaults on sub-prime mortgages and this has made it more difficult for people with spotty credit histories, small down-payments, or undocumented income to qualify for home loans and thus reduced the number of buyers who can

secure mortgages. Mortgage interest rates have declined and represent the most affordable in decades. Additionally, buyers have become more reluctant to complete deals because home prices have declined over the year in many areas of the nation. Although prices are declining in southern New Jersey, consumers are holding back because of the fear that they may be buying property for more than what it can be sold for in the future.

Employment is expected to continue to remain in the 9% unemployment level for the remainder of 2011. The largest losses are likely to be in manufacturing.

D.BUYER PROFILE

On the basis of our analysis of current residential demand and demographic trends in the market area, I am of the opinion that the subject property will appeal to new households with an average income of \$100,000 and over.

E. PROJECTED RESIDENTIAL DEMAND

The following discussion presents my analysis of projected demand for low density single family units in the market area. I believe that demand for these products is an indirect, although accurate, reflection of demand for individual single family sites.

Demand for new housing in the primary market area is generated by the formation of new households. This demand comes from various sources: new households formed out of existing households in the market area via marriages and divorced and widowed persons. Another source is families and individuals who move into the area for the first time, a situation termed in-migration. Another source of demand for new housing is created by households that are "downsizing" or as their families shrink in size, they buy a residence that requires less effort to maintain.

In general, new households will grow in relation to the forecasted growth in overall economic activity and population for a given market. Using population forecasts and reviewing trends in the area's household size, total projected housing needs can be estimated. On the basis of population and housing research conducted by Site To Do Business, I estimate that the number of households will increase by approximately 13,261 or 27.1% from 2010 through 2015. I believe this is a reasonable estimate considering that the number of households grew by 14.76% from 2000 to 2008. Assuming that the increase in households is distributed evenly over the next five years, Site To Do Business projects an increase of 2,652 new households per year in the market area (13,261 households over the five-year period). This increase in households is further analyzed with respect to household income and the ability to afford a unit at the subject property.

F.<u>AFFORDABILITY</u>

To project absorption, I reviewed projected demographic trends. I first analyzed the households by income group to determine the number of new households in each income group over the next five years. The household income groups with annual incomes exceeding \$75,000 are estimated to meet the minimum mortgage qualification standards for a low density residential unit in the market area. My mortgage qualification evaluation assumes a fixed 30-year mortgage at a rate that would be fixed at 5% for the term of the mortgage; I also assumed that the down payment would not exceed 10 percent of the sale price and that the closing costs would not exceed \$4,000 to the buyer.

In order to fully understand the implications of the average single family unit price in the Gloucester County, I looked at the household income in the area. Gloucester County has typically been recognized as a stable county for economic growth in New Jersey with a median household effective income in 2010 of \$71,570.

Based on current lending terms, I determined the household income level was an important criterion in order to afford a single-family home comparable to those for sale in the subject property. Using the lending requirement in which no more than 28 percent of the gross household income can be allotted to housing expenses, I determined that the current market prices require household income necessary to afford such units must exceed \$75,000. This level is approximately equal to the median household income in the county.

G.END LOAN FINANCING

Part of my market analysis included interviews with residential lenders and the Federal National Mortgage Association (Fannie Mae). Fannie Mae approval gives the first residential mortgage lender of the property some reassurance that the mortgage will be marketable on the secondary mortgage market. Thus, the first mortgage lender can replenish the supply of mortgage money available for the first mortgages upon selling Fannie Mae-approved mortgages for par or close to par. The Federal Home Loan Mortgage Corporation (Freddie Mac) approval operates in much the same way as Fannie Mae approval.

Based on our interviews with residential mortgage lenders, I learned that Fannie Mae or Freddie Mac approval will increase the marketability of a site. Some key income guidelines required by Fannie Mae include:

-a maximum of 28 percent of the gross income of the borrower can be applied toward all housing expenses.

-a maximum of 36 percent of the gross income of the borrower can be applied toward all housing expenses plus all installment debt.

According to the residential lenders, a residential mortgage requires a minimum of a 10 percent down payment. Recent fixed-rate quotes on a 30-year first mortgage range from 5.0 to 5.25 percent.

H. HISTORICAL MARKET ABSORPTION

I reviewed the historical absorption trends of low density single-family projects in the market area. Current residential projects in the market area reported lower sales activity in 2006 to the present due to the market correction. Realtors and developers consider this a serious market condition due to a perceived consumer confidence problem and the more conservative underwriting existing among traditional sources of end loan financing.

Any acceleration in the absorption of residential units would necessarily have to be predicated on a significant shift in marketing and pricing policy and a consequent favorable market reaction to it. Absorption rates in terms of 3-5 units per month per project occurred during 2003 through 2005 for many quality low density projects. In 2010 and 2011, absorption for new residential product has been less than one unit per month for every project surveyed. Absorption estimates can sometimes be misleading because of the widely varying sizes of competitive projects. Low absorption rates for

the balance of 2011 can be expected but once the credit problem is sorted out, residential demand is expected to increase absorption of units in the market area.

I. CONCLUSION

Based on the demographic data presented herein, the projected total number of new households with annual incomes over \$75,000 is estimated to 13,261. According to the 2000 census, approximately 80 percent of the housing in the market area was owner-occupied indicating the market area has the potential for generating approximately 10,609 new residential unit sales. If West Deptford Township captures 2% of the new households forming in the market area, the total number of new unit sales would be 212. At a 3% market capture rate, the total number of new unit sales would be 530. During the next five years, significant residential demand in the market area is projected to occur after the market correction ends.

<u>HIGHEST AND BEST USE CONCLUSION</u>

Based upon the above analysis, the subject site's interim highest and best use is agriculture. Immediate development of low density residential use is not the maximally productive use. An interim use as agriculture is the interim highest and best use of the subject site until the residential market completes its correction.

APPRAISAL PROCESS – BEFORE DEVELOPMENT EASEMENT ACQUISITION

The appraisal process is the systematic procedure employed to provide the answer to a client's question about the value of real property. There are three traditional valuation methodologies identified as the Cost, Income, and Direct Sales Comparison Approaches to value. Within this appraisal assignment, the Sales Comparison Approach is the only applicable approach to estimate the value of the subject property.

The Cost Approach is based on the economic principle that a prudent buyer would not pay more for a property than the cost to reproduce it, assuming it could be done within an acceptable time frame. In this approach the land value is estimated as if vacant and the cost new of all improvements is estimated less the estimated accrued depreciation. The depreciated cost of the improvements plus the land value indicates the property value by the Cost Approach. The Cost Approach is inapplicable in this appraisal.

The Income Approach, in simple terms, estimates the present worth of future benefits. This approach is applicable for income producing properties when income and expense data is readily available in the local market. The subject property is agricultural in nature and is not an income producing property. Therefore, the Income Approach is not applicable in this appraisal.

The Sales Comparison Approach is the most often used and generally the most reliable approach. This approach is based on the concept of value in exchange and involves researching comparable sales data in the subjects market. The comparable sales presented in this report were compared directly to the subject and adjusted for their differences. The adjusted sales price per acre is a reliable estimate of the subject's market value.

DIRECT SALES COMPARISON APPROACH

The direct sales comparison approach is essential in almost every appraisal of the value of real estate. The value estimated by this valuation analysis can be defined as "the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure." This definition assumes that both buyer and seller are fully informed about the property, and both have general knowledge of the market for that type of property and assumes that the property has been exposed in the open market for a reasonable time.

The direct sales comparison approach to value is based on the principle of substitution, which states that "when a property is replaceable in the market, its value tends to be set by the cost of acquiring an equally desirable substitute assuming no costly delay in making the substitution." Sales in the open market of real estate with generally similar characteristics and utility are usually good indications of value for appraised real estate. The comparable market data which are submitted in this report, in our opinion, suggests that the best unit of comparison for the subject property is the sales price per acre.

The direct sales comparison method examines, compares, and relates sales of similar sites to the subject site. Adjustments for all significant market differences between the comparable sales and the subject site are weighed for the purpose of estimating the subject site's value. This approach is the most preferred method of estimating site value.

The most applicable and relevant economic unit of comparison used by brokers, buyers and sellers when purchasing land in the Southern New Jersey residential market is the price per acre. The price per acre is the most reliable measurement because it accurately depicts the thinking of participants in the market.

In utilizing the Direct Sales Comparison Approach to value, the unit of comparison should be explained as it relates to the sales price of the comparable property. In this report, the <u>unit of comparison</u> is the price per acre of each sale property and its relationship with the sales price of the specific comparable sale. An acre is the measured area within the comparable property or subject property and includes all site improvements within the legal description of the property. Site improvements may be included in the adjustment process if it contributes to the market/amenity price value relationship. This means that the land, land improvements and buildings are merged into a composite unit of measurement for uniform comparison purposes.

Example

If an agricultural site has 500 acres of land and sold for \$1,000,000, the <u>indicated price per acre</u> is \$2,000 per acre, i.e., \$1,000,000 divided by 500 acres. The unit of comparison for the adjustment process would be \$2,000 per acre in this example.

This process represents a merger of all elements and segments of the price/value relationship of the sale property into a single value unit for comparison purposes. This permits an orderly adjustment process to be implemented using a comparison grid process. The single unit of comparison mergers the undivided interest in the land, land improvements and building improvements. After the base unit of comparison is determined for each of the comparable sale properties, then adjustments for

market variables, differences, or dissimilarities between the sales and the subject property under appraisal may be implemented.

The adjustment process adjusts the known property value, i.e., the comparable sale property's known sales price, to the unknown price or value of the subject property under appraisal.

Based upon this explanation, adjustments are made to the known comparable sales price. If the comparable sale is superior to the subject property, then a negative (-) adjustment is made to the known comparable sale price in the grid. This decreases the indicated price/value relationship of the comparable sale in relationship to the subject property under appraisal. As an example, if the comparable sale site was 100% upland and the subject property under appraisal was 100% wetlands (this assumes wetlands has a positive price relationship in the market), then the comparable sale is superior to the subject property. In the adjustment process, the comparable sale would require a negative (-) adjustment to equalize this variable with the subject property under appraisal. This indicates a property with 100% uplands will sell for more than a property with 100% wetlands.

The reverse would be appropriate if the comparable sale had 100% wetlands and the subject had 100% uplands. In this case, the known comparable sale is inferior to the unknown subject property under appraisal and would require a positive (+) adjustment to indicate the comparable sale's price value relationship should be increased since it is inferior to the subject property under appraisal. This adjustment equalizes the relationship of the comparable property with the subject under appraisal.

Adjustments for variables or differences tend to equalize the dissimilar elements between the known sales price of the comparable and the unknown price/value relationship of the subject property under appraisal. This adjustment process indicates on an objective basis a reasonable guideline for a market value range of the subject property under appraisal.

This adjustment process is utilized for as many variables as may be appropriate or that are recognized in the marketplace with a reasonable or significant impact on value. When elements are equal there is no necessity to allude to this in the grid adjustments. If you have elements that are present in all of the comparables and in the subject, then this indicates the elements are equal and equal elements should be addressed in the narrative and not in the comparison adjustment grid. These elements have been reflected in the base unit of comparison.

The application of the sales price per acre produces an estimate of value for a property by comparing it with the most similar properties that have sold recently in the same or competing areas. The analytical processes, utilized in determining the degree of comparability between two properties, involves judgment as to their similarity with respect to many value factors such as location, date of sales, physical characteristics, and terms of sale. The sale price of the properties deemed most comparable tends to set the value range for the subject property. The data involved in the application of this process concerns these comparable properties as well as the subject property, and this data will vary with the type of property. Four categories of data, however, are basic and apply regardless of the type of property. They are: (1) sales prices of comparable properties; (2) conditions influencing each sale; (3) location of each property; and (4) description of land and improvements of each comparable property.

The sales presented on the following pages are the best indicators of the subjects' market value. They are the most similar to the subject of recent sales in this market. They are representative of the typical sales in this market, they have the same or similar highest and best use as the subject, and they meet the definition of market value. Specific details of the following comparable sales were verified with the Grantor, Grantee, their Attorney, or real estate agent. I reviewed the deed for each sale, personally inspected each sale location, and personally reviewed zoning requirements, tax map, soil map and wetlands maps for each sale.

COMPARABLE UNRESTRICTED LAND SALE NO. 1

Location North Side of Union Road, East Greenwich Township, N.J.

Tax Map Designation Block 1204 Lot 5

Grantor Bette J. Counsellor, Executrix (Estate of D. Bauman)

Grantee E. Owen Pool & Gladys E. Pool, h/w

Consideration \$237,500

Financing No favorable financing noted

Settlement Date 2/10/2009 Deed Book/Page 4633/86

Zoning RR, Rural Residential

Size 17.63 acres

Highest and Best use: Agriculture with development rights

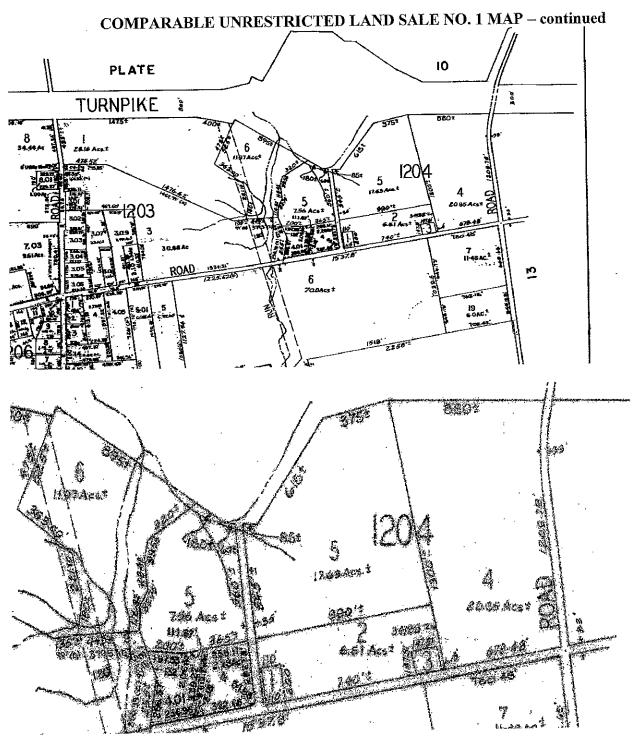
Verification Deed, Grantor Attorney

Price Per Acre \$13,471 per acre

Road Frontage None

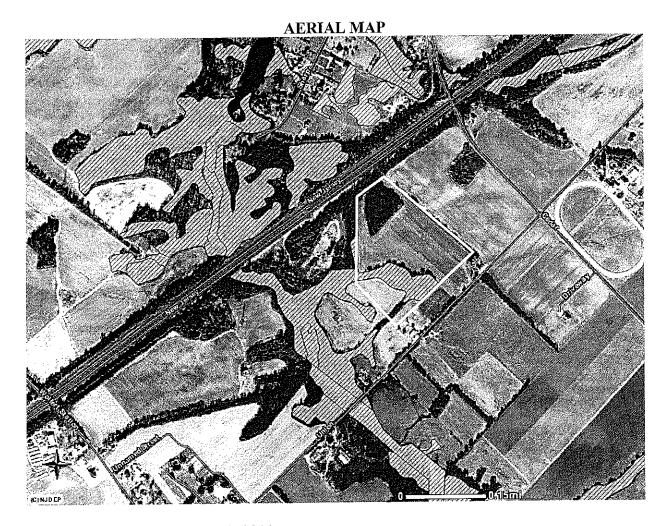
Public Utilities Electric, telephone & cable

Comments: The parcel is level and irregular shaped. Soils are acceptable for residential development. The site is located in the southern section of East Greenwich Township at the New Jersey Turnpike. It is my understanding this property was never to the planning board for major subdivision approval. The grantee purchased this site for agriculture purposes. The grantee owns the front parcel along Union Road. The site is inferior to the subject due to a lack of frontage on Union Road and an assemblage discount for purchase by an adjacent property owner. Public water and sewer are not in the immediate vicinity of this site.



Lot 2 was previously owned by Owen Pool prior to the purchase of Lot 5. The tax map indicates a road is present but my physical inspection reveals no such road indicating it is a paper street.

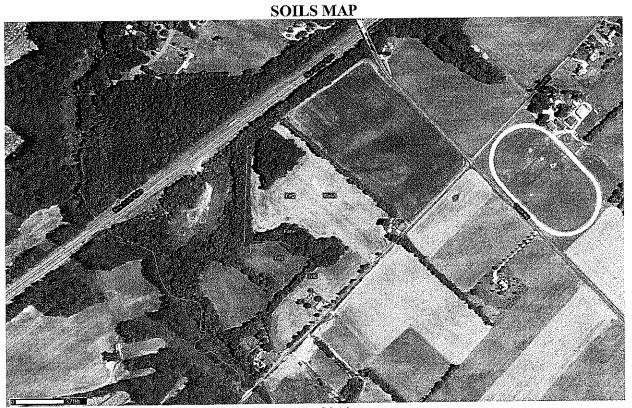
COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP - continued



Map Source is NJDEP Geoweb 2011.

Wetlands are located within the southwest corner of the site. My estimate of the total amount of wetlands and buffers is approximately 5 acres or 28% of the site. The wetlands area contains woodland and a small creek. There is a woodland area in the northeast corner of the site bordering the New Jersey turnpike.

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP - continued



Map Source is USDA NCRS Web Soil Survey 2011.

Map unit symbol	Map unit name	Rating	Acres in Per AOI AO	
FamA	Fallsington sandy loam, 0 to 2 percent slopes	Farmland of statewide importance	4.5	21.7%
FrfB	Freehold loamy sand, 0 to 5 percent slopes	All areas are prime farmland	0.9	4.2%
FrfC	Freehold loamy sand, 5 to 10 percent slopes	Farmland of statewide importance	4.3	20.7%
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	11.2	53.5%
Totals for A		21.0	100.0%	

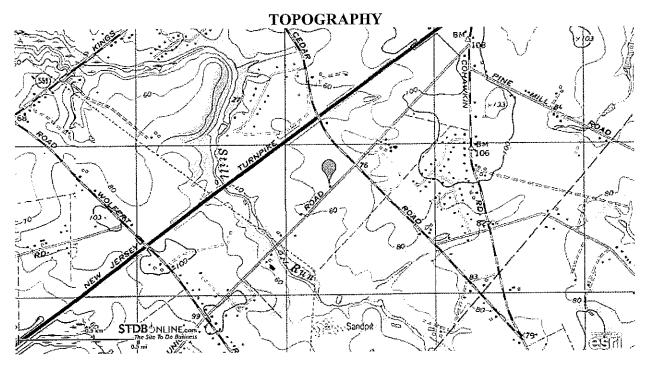
Summary by Rating Value

Rating	Acres in AOI Perd	cent of AOI
Somewhat limited	11.2	53.5%
Not limited	5.2	24.8%
Very limited	4.5	21.7%
Totals for Area of Interest	21.0	100.0%

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP - continued

Site Discussion

About 22% of the soil or 4.5 acres on this sale is "very limited" which indicates that the soil has one or more features that are unfavorable for the specified use, i.e., residential use with basements would not be recommended on this portion of the site. This is the wetlands area of the site. This is a negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. The location of the wetlands and very limited soils are situated on site in such a position that the functional utility is not seriously impacted. The balance of the site is acceptable for low density development. About 60% of the site is considered prime soils with 40% classified as statewide importance.

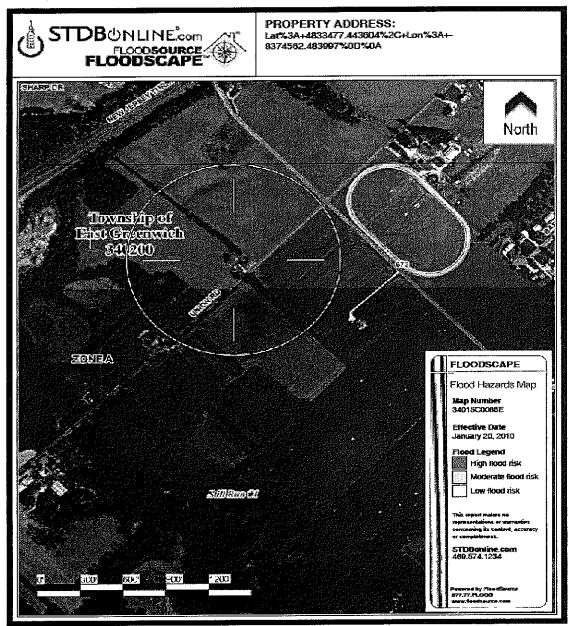


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #1 has generally level topography with no significant potential development or agriculture costs due to this physical issue.

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP – continued

FLOOD MAP



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Map Source is Site To Do Business, National Association of Realtors 2011. Sale #1 is not in a flood plain zone.

COMPARABLE UNRESTRICTED LAND SALE NO.2

Location

Tax Map Designation

Grantor
Grantee
Grantee

Consideration

Financing

Settlement Date Deed Book/Page

Zoning Size

Highest and Best use:

Verification

Price Per Acre of Land Only Road Frontage

Public Utilities

670 Woodstown Road, Woolwich Township, N.J.

Block 39 Lot 1 (Woolwich Twp)

Block 17 Lot 1 (South Harrison Twp); Charles Hines & Margaret Hines, h/w

Thomas A. Sorbello & Marie Sorbello, h/w

\$180,000 (Woolwich Twp); \$324,000 (S. Harrison Twp)

No favorable financing noted

12/18/2009 4727/341

AR, Agricultural/Residential; R-1, Residential (Woolwich)

28.45 acres

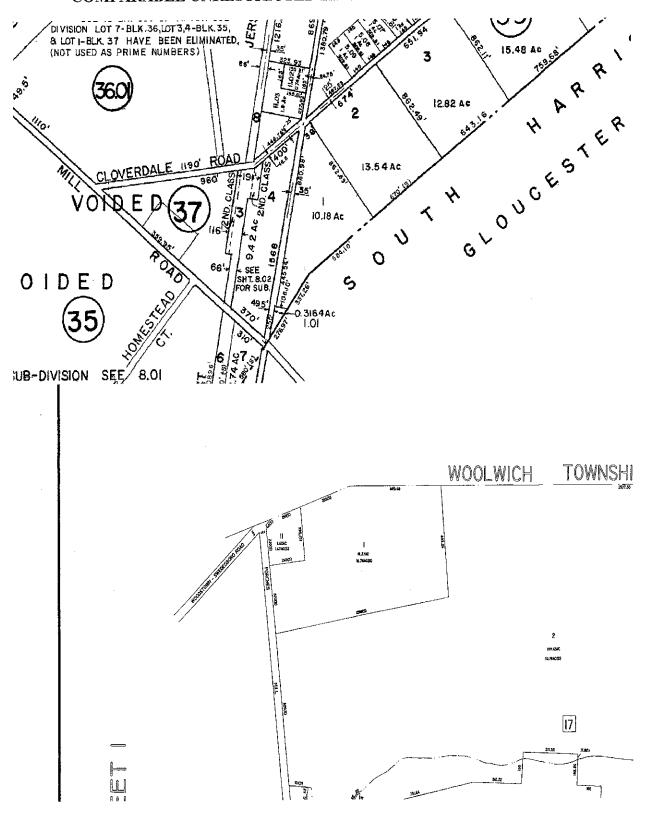
Low Density/Agriculture Deed, Grantor Attorney

\$17,715 per acre 1,735 +/- feet

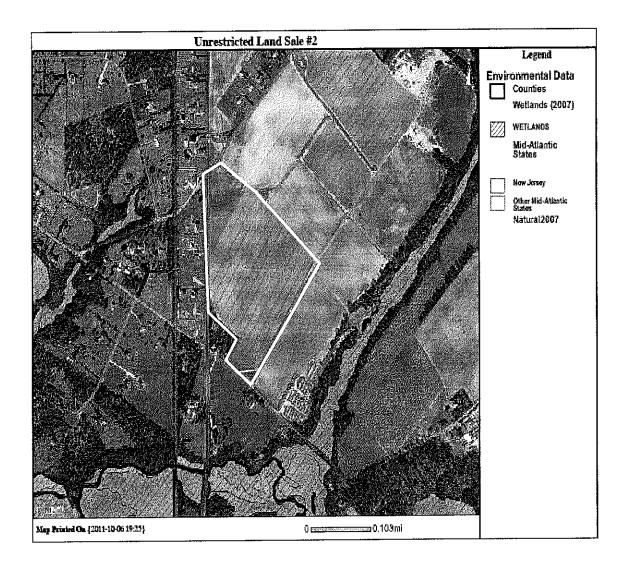
Electric and telephone

Comments: The parcel is level and irregular shaped with significant frontage on Woodstown Road and Porches Mill Road. Soils are acceptable for residential development. This is an agriculture parcel with development rights. The site is located on the border between Woolwich Township and South Harrison Township and lies in both jurisdictions. There are no improvements. Both parcels are not wooded. Both sites are contiguous. The site is 100% tillable with 91.4% prime soils. The site has no very limited soils. There are no wetlands on site.

COMPARABLE UNRESTRICTED LAND SALE NO.2 MAP - continued



COMPARABLE UNRESTRICTED LAND SALE NO.2 MAP – continued AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There are no wetlands located on Sale #2. Wetlands are located to the east and south of the subject site.

COMPARABLE UNRESTRICTED LAND SALE NO.2 MAP – continued SOILS MAP



Map Source is USDA NCRS Web Soil Survey 2011.

Summary by Map Unit — Gloucester County, New Jersey (NJ015)

Map unit symbol	Map unit name	Rating		Acres in Rating AOI		Percent of AOI
FrfB	Freehold loamy sand, 0 to 5 percent slopes	All areas are prime farmland	27.2	77.0%		
FrfC	Freehold loamy sand, 5 to 10 percent slopes	Farmland of statewide importance	0.3	0.9%		
FrkA	Freehold sandy loam, 0 to 2 percent slopes	All areas are prime farmland	5.3	15.0%		
FrkD	Freehold sandy loam, 10 to 15 percent slopes	Not prime farmland	1.7	4.8%		
PHG	Pits, sand and gravel	Not prime farmland	0.6	1.6%		
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	0.2	0.6%		
Totals for A	rea of Interest		35.3	100.0%		

COMPARABLE UNRESTRICTED LAND SALE NO.2 MAP - continued

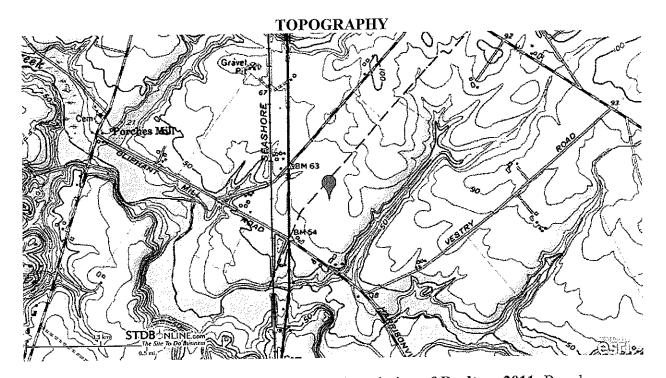
Summary by Rating Value

Rating	Acres in AOI	Percent of	f AOI
Not limited		34.5	97.8%
Somewhat limited		0.2	0.6%
Not Rated		0.6	1.6%
Null or Not Rated		0.6	1.6%
Totals for Area of Interest		35.3	100.0%

Site Discussion

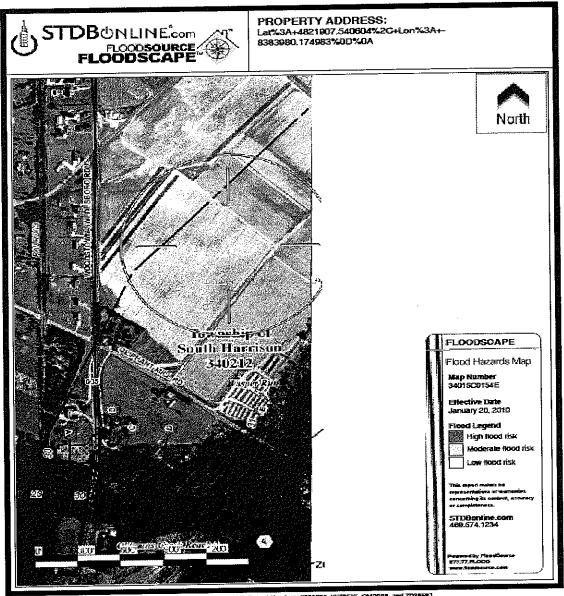
About 100% of the soil or 28.5 acres on this sale is "not limited" which indicates that the soil has features that are very favorable for the specified use, i.e., residential use with basements would be recommended on this portion of the site. This is a positive physical characteristic that is considered in the grid because it impacts the site yield for residential development. The entire site is acceptable for low density development. About 93% of the site is considered prime soils.

COMPARABLE UNRESTRICTED LAND SALE NO.2 MAP - continued



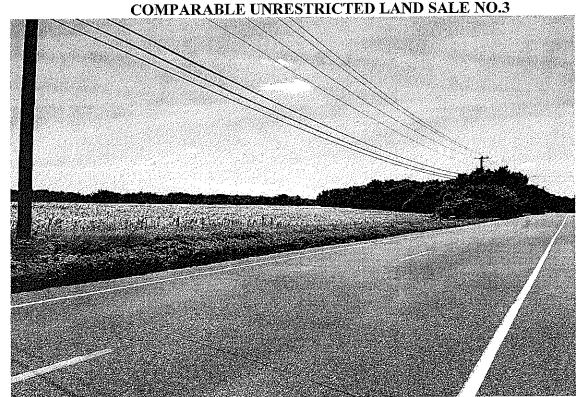
Map Source is Site To Do Business, National Association of Realtors 2011. Based upon my physical inspection of the site and the above topography map, Sale #2 has generally level topography with no significant potential development or agriculture costs due to this physical issue.

COMPARABLE UNRESTRICTED LAND SALE NO. 2 MAP – continued FLOOD MAP



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Map Source is Site To Do Business, National Association of Realtors 2011 Sale #2 is not in a flood plain zone.



Location

Tax Map Designation

Grantor

Grantee

Consideration Financing

Settlement Date

Deed Book/Page

Zoning Size

Highest and Best use:

Verification

Price Per Acre of Land Only

Price Per Acre of Approved Lot

Road Frontage

Public Utilities

190 Mill Road, Woolwich Township, N.J.

Block 14 Lot 12

Alfio Previtera & Cathleen Previteria, h/w

Russo Homes, LLC

\$1,250,000

No favorable financing noted

01/14/2010 4737/272

R-2, Residential (1 acre per unit density)

60.17 acres

Low Density Residential/Agriculture

Deed, Grantee \$20,774 per acre

\$41,667 per approved lot/unimproved

2,480 +/- feet

Electric and telephone

Comments: The parcel is level and irregular shaped with significant frontage on Mill Road. Soils are acceptable for residential development. This is an agriculture parcel with development rights. The site is located near the border between Woolwich Township and Logan Township about 1.5 miles north of Route 322. There are no improvements. The parcel is partially wooded. The site is 95% tillable with 85% prime soils. 75% of the site has no soil limitations. There are about 8% or 5 acres of wetlands on site. This is a residential arm's length sale contingent upon approval for residential subdivision containing 30 low density lots at a yield of 1.90 acres per unit. The preliminary approvals were granted to A P Orleans in September 2007. The property is located in the north eastern section of township at the Logan/ Woolwich Townships border.

COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP - continued

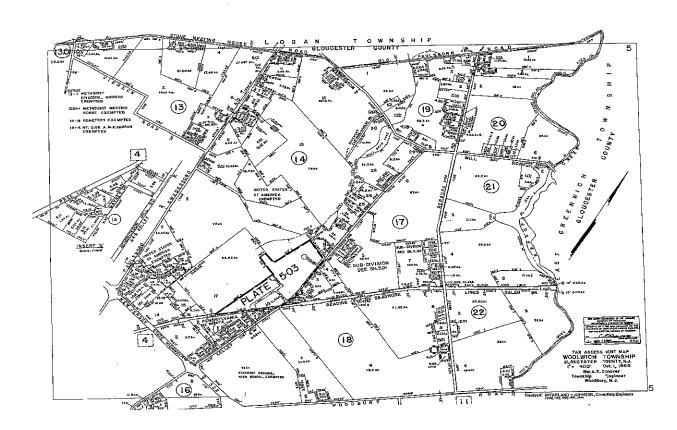
The site is on the south side of Warrington Mill Road at the intersection of Stone Meeting House Road. The parcel has frontage along Mill Rd of approximately 2500'+/-, and along Stone Meeting House Road of 400'+/-.

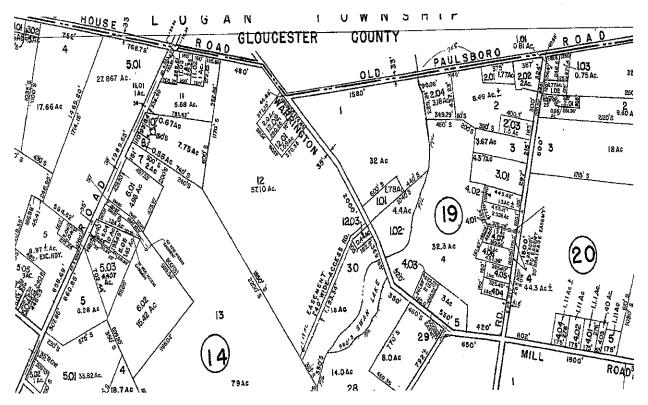
Grantor provided seller financing based upon the following terms: The principal is \$1,125,000; "no interest for the first 364 days" ... thereafter...the rate of 6% per annum."; principal payments of \$40,000 each time the Borrower transfers title to an individual approved lot; accrued interest on the outstanding principal balance shall be paid when the \$40,000 principal payment is paid. The entire principal balance plus accrued interest is due either upon the earlier of four (4) years from the date of closing or 60 days after the last lot transfer. The seller's mortgage is subordinate to any construction financing obtained by Russo Homes, LLC. I do not consider this favorable financing and no adjustment is warranted.

The subject was in agricultural production at the time of the sale. At closing, the parcel was approved for 30 residential home sites. The Planning Board file indicates the site is a 57.10 acre parcel whereas the tax map indicates 60.17 acres. I chose to use the tax map data since all data is reported by tax map in this report.

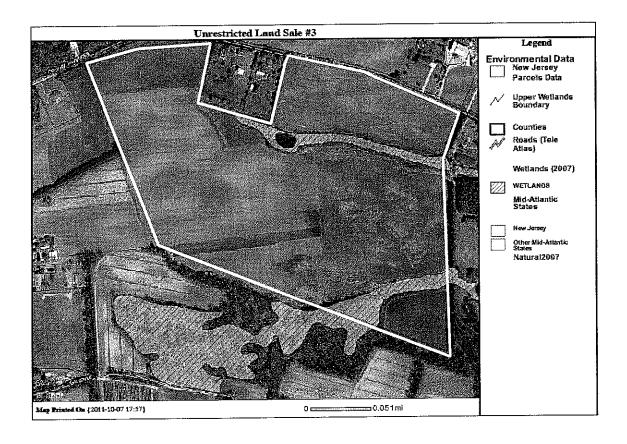
It is my understanding that AP Orleans had the parcel under contract (undisclosed consideration) and secured the approvals but later cancelled the contract in February 2008. I could not confirm this information but believe it is reliable since AP Orleans obtained the approvals. The grantor subsequently sold the parcel to Russo Homes LLC.

COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP - continued





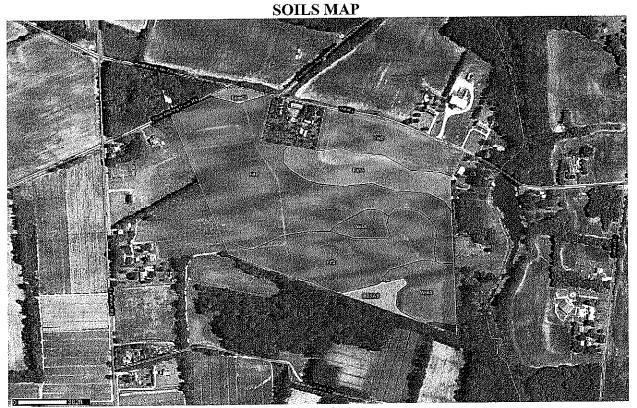
COMPARABLE UNRESTRICTED LAND SALE NO.3 MAP – continued AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There are about 5 acres of wetlands located on Sale #3. Wetlands are located to the east and southeast sections of the subject site.

COMPARABLE UNRESTRICTED LAND SALE NO.3 MAP – continued



Map Source is USDA NCRS Web Soil Survey 2011.

Summary by Map Unit — Gloucester County, New Jersey (NJ015)

Map unit symbol	Map unit name	Rating	Acres in Pe	ercent of OI
BEXAS	Berryland and Mullica soils, 0 to 2 percent slopes, occasionally flooded	Farmland of unique importance	1.6	2.6%
FapA	Fallsington loam, 0 to 2 percent slopes	Farmland of statewide importance	6.8	11.4%
FmhAt	Fluvaquents, loamy, 0 to 3 percent slopes, frequently flooded	Not prime farmland	0.2	0.4%
FrfB	Freehold loamy sand, 0 to 5 percent slopes	All areas are prime farmland	12.1	20.1%
FrkB	Freehold sandy loam, 2 to 5 percent slopes	All areas are prime farmland	32.4	54.0%
KemC2	Keyport sandy loam, 5 to 10 percent slopes, eroded	Farmland of statewide importance	0.6	1.0%
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	6.4	10.6%
Totals for	Area of Interest		60.1	100.0%

COMPARABLE UNRESTRICTED LAND SALE NO.3 MAP - continued

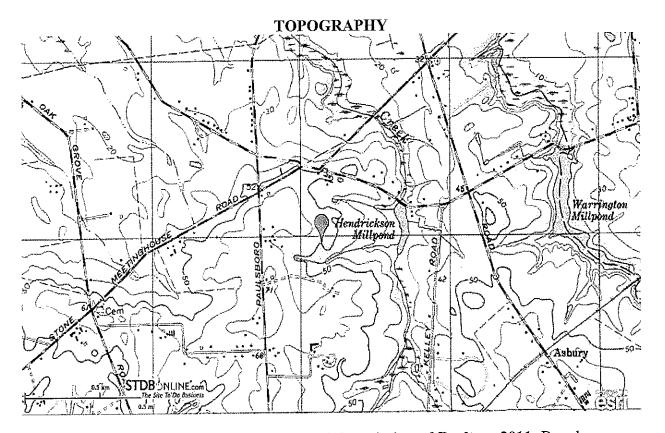
Summary by Rating Value

Rating	Acres in AOI	Percent of	AOI
Not limited		44.5	74.1%
Very limited		8.6	14.3%
Somewhat limited		7.0	11.6%
Totals for Area of Interest		60.1	100.0%

Site Discussion

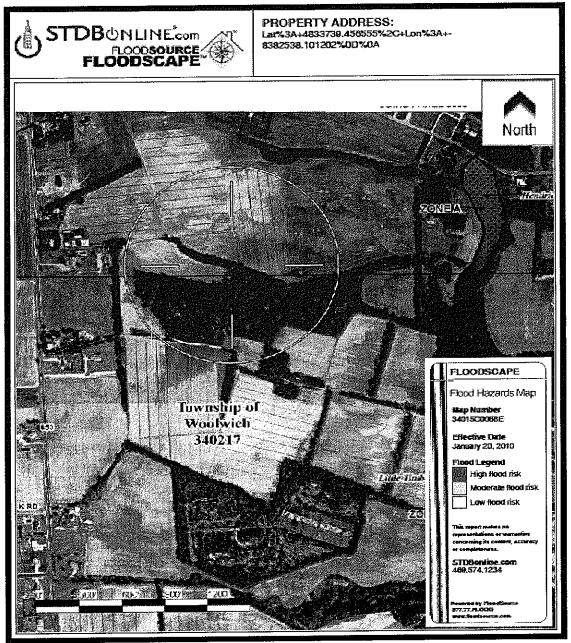
About 75% of the soil or 45 acres on this sale is "not limited" which indicates that the soil has features that are very favorable for the specified use, i.e., residential use with basements would be recommended on this portion of the site. This is a positive physical characteristic that is considered in the grid because it impacts the site yield for residential development. The entire site is acceptable for low density development. About 51 acres or 85% of the site is considered prime soils.

COMPARABLE UNRESTRICTED LAND SALE NO.3 MAP – continued



Map Source is Site To Do Business, National Association of Realtors 2011. Based upon my physical inspection of the site and the above topography map, Sale #2 has generally level

$\begin{tabular}{ll} \textbf{COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP-continued} \\ \textbf{FLOOD MAP} \end{tabular}$



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Map Source is Site To Do Business, National Association of Realtors 2011 Sale #3 is not in a flood plain zone.

COMPARABLE UNRESTRICTED LAND SALE NO. 4



Location

75 Griers Lane, Upper Deerfield Township, NJ

Tax Map Designation

Block 103 Lot 4

Grantor Grantee Estate of Ivan L Garrison Coombs Properties, LLC

Consideration

\$1,832,000

1/29/09

Financing

No favorable financing noted

Settlement Date

4053/8902

Deed Book/Page Zoning

A, Agriculture 88.47 acres

Size Highest and Best use:

Agriculture with Development Rights

Verification

Deed and Grantor Attorney \$15,056 per acre (land only)

Price Per Acre Road Frontage

2,780 +/- feet

Public Utilities

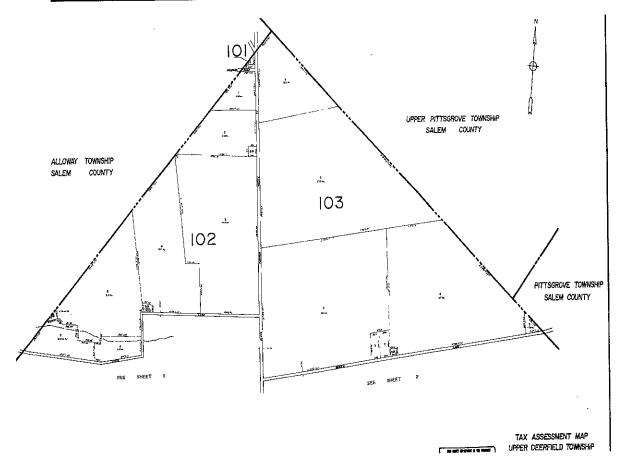
Electric & telephone

Comments: The parcel is level and irregular shaped. Soils are acceptable for residential development. The sale is vacant farmland with grantee expected to continue agriculture. The site has no wetlands. This is 2 deed transactions in two counties and 3 taxing districts. Most of the street frontage acreage is in Upper Deerfield on Griers Lane. The rear land and smaller tracts are in Upper Pittsgrove and Pittsgrove Townships. The Salem County tracts were conveyed by a separate deed with separate consideration. The market value of the site improvements is estimated at \$500,000.

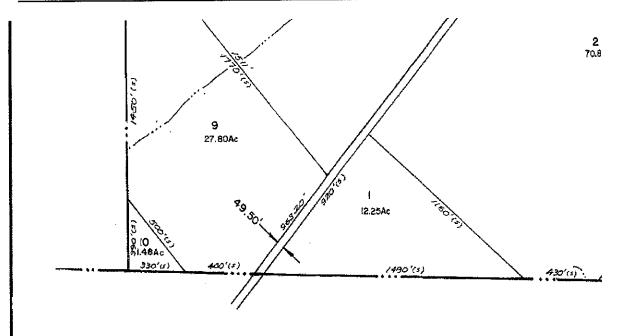
COMPARABLE UNRESTRICTED LAND SALE NO. 4 - continued

The total transaction price was \$1,446.233 for the Upper Deerfield Township parcel and \$385,767 for the Upper Pittsgrove Twp (Blk 79 Lot 7) containing 33.31 acres and Pittsgrove Township (Blk 1401 Lot 10) containing 1.48 acres. The Salem County acreage was vacant farmland (34.79 acres) with a consideration of \$385,767 which reflects \$11,088 per acre. The area is rural in character. Soils are acceptable for residential development with 87.6% septic capable. 100% of the site is Class I & II capability. 100% of the soils are prime soils with 100% tillable.

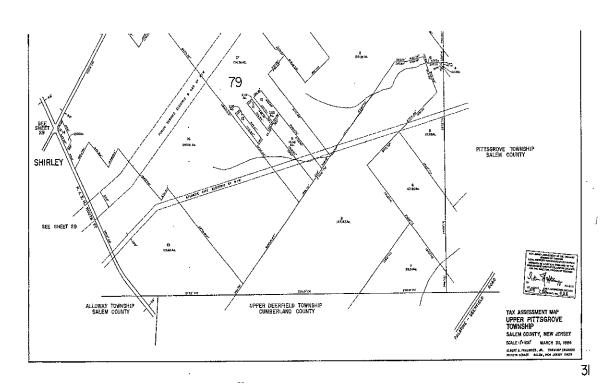
COMPARABLE UNRESTRICTED LAND SALE NO. 4 TAX MAP



COMPARABLE UNRESTRICTED LAND SALE NO. 4 TAX MAP

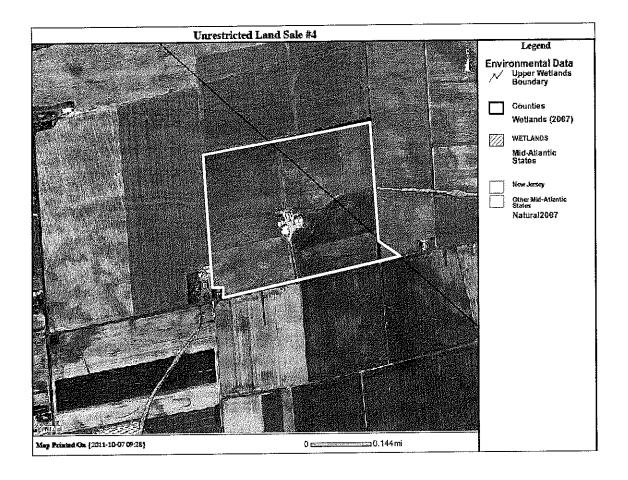


Pitssgrove Tax Map Parcel



Upper Pittsgrove Tax Map

COMPARABLE UNRESTRICTED LAND SALE NO.4 MAP – continued AERIAL MAP

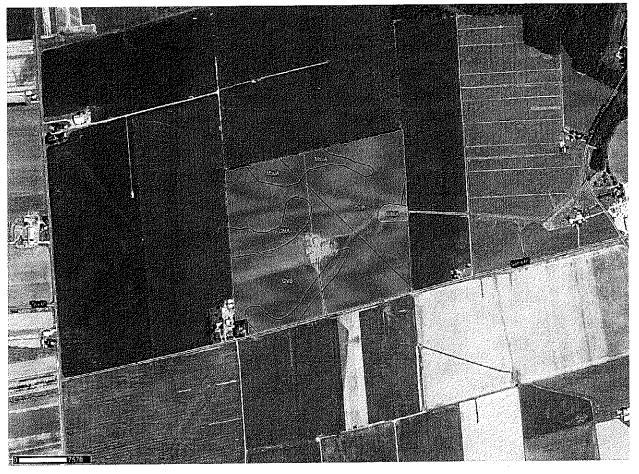


Map Source is NJDEP Geoweb 2011.

There are no wetlands located on Sale #4. There is no woodland area on site. Improvements are centered on the site. The blank line indicates the municipal boundaries.

COMPARABLE UNRESTRICTED LAND SALE NO. 4 - continued

SOILS MAP



Map Source is USDA NCRS Web Soil Survey 2011.

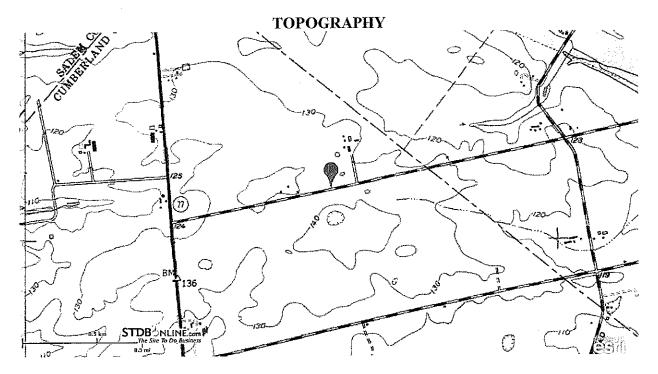
COMPARABLE UNRESTRICTED LAND SALE NO. 4 – continued SOILS DATA

Map unit symbol	Map unit n	ame	Rating		Acres in	ACH	Percent of AOI
ChtA	Chillum sil	t loam, 0 to 2 opes	All areas are professional farmland	rime		10.3	7.5%
ChtB	Chillum sil	t loam, 2 to 5 opes	All areas are particular farmland	rime		68.7	50.2%
MbuA	Mattapex s	silt loam, 0 to 2 opes	All areas are p farmland	rime		12.3	9.0%
Subtotals for S	Soil Survey	Area				91.2	66.7%
Map unit symbol	unit name	Rating	Component name (percent)	Rating r (numeri	easons c values)		Percent of AOI
ChtA loam	um silt 1, 0 to 2 ent slopes	Not limited	Chillum (85%) Matapeake (10%)	3		10.3	7.5%
ChtB loam	um silt 1, 2 to 5 ent slopes	Not limited	Chillum (85%) Matapeake (10%)			68.7	50.2%
MbuA loam	apex silt 1, 0 to 2 ent slopes	Somewhat limited	Mattapex (95%)		o nt zone of on (0.83)		9.0%
Subtotals for	Soil Survey	Area				91.2	66.7%

Site Discussion

About 87% of the soil or 79 acres on this sale is "not limited" which indicates that the soil has features that are very favorable for the specified use, i.e., residential use with basements would be recommended on this portion of the site. This is a positive physical characteristic that is considered in the grid because it impacts the site yield for residential development. The entire site is acceptable for low density development. 100% of the site is considered prime soils.

COMPARABLE UNRESTRICTED LAND SALE NO. 4 - continued

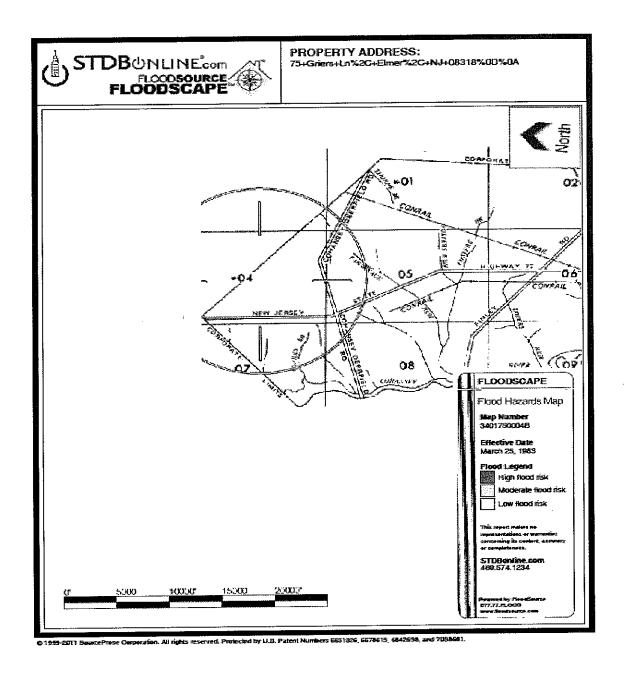


Map Source is Site To Do Business, National Association of Realtors 2011

Based upon my physical inspection of the site and the above topography map, Sale #4 has generally level topography with no significant potential development or agriculture costs due to this physical issue.

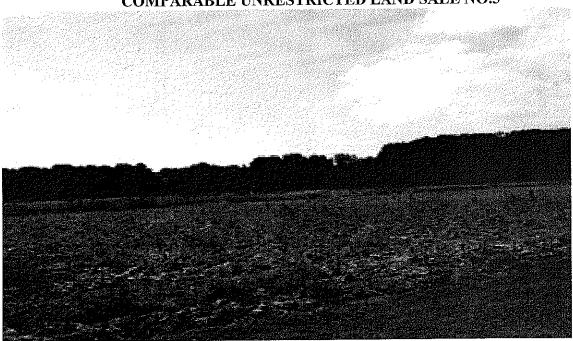
COMPARABLE UNRESTRICTED LAND SALE NO. 4 MAP – continued

FLOOD MAP



Map Source is Site To Do Business, National Association of Realtors 2011 Sale #4 is not in a flood plain zone.

COMPARABLE UNRESTRICTED LAND SALE NO.5



Location

Tax Map Designation

Grantor Grantee

Consideration Financing Settlement Date

Deed Book/Page

Zoning Size

Highest and Best use:

Verification

Price Per Acre of Land Only Road Frontage

Public Utilities

Southeast Side of Clayton Road, Monroe Township, N.J.

Block 12401 Lot 21.01

Gregory W. Fera & Wayne Fera, Executors

County of Gloucester & Monroe Township (50% each)

\$400,000 Cash 9/9/2010 4806/301

RG-C, Regional Growth Commercial District

17.442 acres

Agriculture with future commercial development

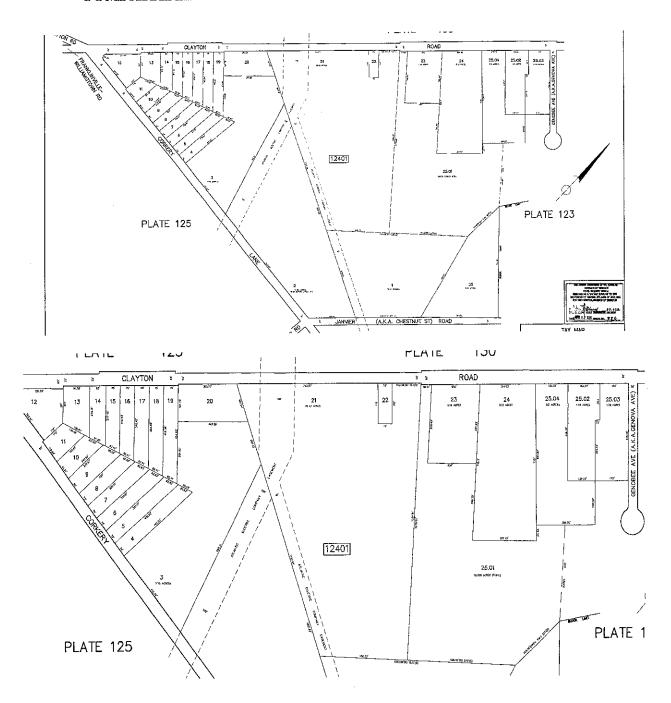
Deed, Gloucester County Representratives

\$22,933 per acre 732 +/- feet

Electric, septic, well & telephone

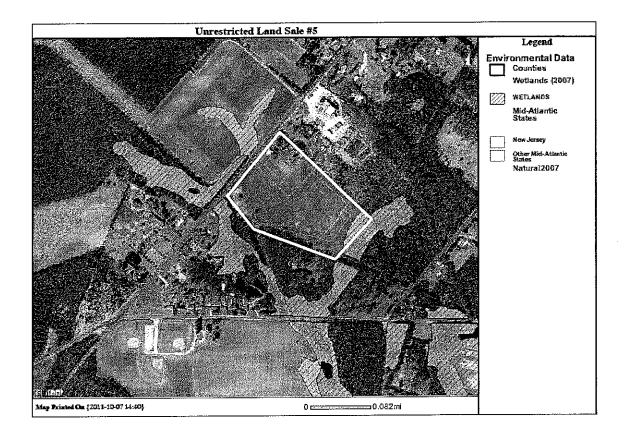
Comments: The parcel is level and irregular shaped with significant frontage on Clayton Road. Soils are acceptable for commercial or residential development. This is an agriculture parcel with development rights. The site is 90% tillable with 97% prime soils. The site has .5 acres of very limited soils. There are .5 acres of wetlands on site. The parcel was listed on the open market but was purchased by Gloucester County and the Township for preservation purposes. The parcel was originally listed for \$849,999 in August 2008 and included two lots with improvements. The days on the market was 300+ days prior to sale. The sale above included a subdivided portion of one of the two lots, less improvements. The Monroe Township Planning Department indicated there were no approvals at the time of sale. The topography of the subject site is relatively level with a minor slope. There is an old railroad right-of-way toward the north of the subject parcel and wetland areas to the south. The frontage along Clayton Road has a mixture of commercial and residential improvements plus agricultural land uses.

COMPARABLE UNRESTRICTED LAND SALE NO.5 MAP – continued



Note the Atlantic City Electric Easement on the western border of the site.

COMPARABLE UNRESTRICTED LAND SALE NO.5 MAP – continued AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There is a small amount of wetlands located on the southern boundary of the site. There is approximately .5 acres of wetlands and buffer areas.

COMPARABLE UNRESTRICTED LAND SALE NO.5 MAP – continued



Map Source is USDA NCRS Web Soil Survey 2011.

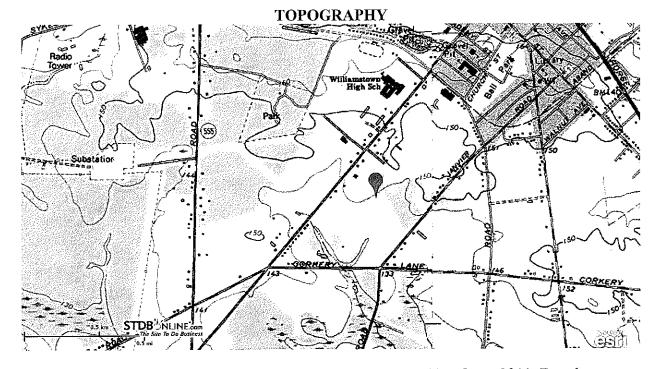
Summary by Map Unit — Gloucester County, New Jersey (NJ015)

Map unit symbol	Map unit name	Rating	Acres in Pe AOI AC		
AvtB	Aura-Sassafras sandy loams, 2 to percent slopes	5 All areas are prime farmland	7.6	39.5%	
FamA	Fallsington sandy loam, 0 to 2 percent slopes	Farmland of statewid importance	e 0.4	2.0%	
MakAt	Manahawkin muck, 0 to 2 percent slopes, frequently flooded	Farmland of unique importance	0.2	0.8%	
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	11.1	57.7%	
Totals for A	Area of Interest		19.2	100.0%	
Rating		Acres in AOI P	ercent of AOI		
Somewhat	: limited	11.1		57.7%	
Not limited	1	7.6		39.5%	
Very limite	ed	0.5		2.8%	
Totals for Area of Interest		19.2		100.0%	

COMPARABLE UNRESTRICTED LAND SALE NO.5 MAP – continued

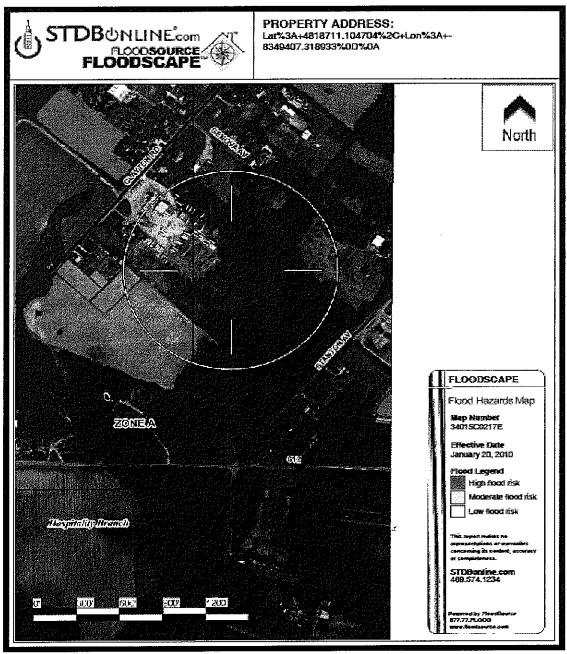
Site Discussion

About 3% of the soil or a .5 acre on this sale is "very limited" which indicates that the soil has features that are unfavorable for the specified use. This is a minor negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. The entire site is acceptable for commercial development. About 97% of the site is considered prime soils.



Map Source is Site To Do Business, National Association of Realtors 2011. Based upon my physical inspection of the site and the above topography map, Sale #5 has generally level

COMPARABLE UNRESTRICTED LAND SALE NO. 5 MAP – continued ${\bf FLOOD~MAP}$



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Map Source is Site To Do Business, National Association of Realtors 2011 Sale #5 is not in a flood plain zone.

COMPARABLE SALES ADJUSTMENT ANALYSIS

Property Rights

All five comparable sales involved the transfer of the fee simple rights. No adjustments for Property Rights are warranted.

Condition of sale

All five sales were verified by reviewing the deed and speaking with a knowledgeable person involved in the transaction or the most reliable available sources. I also reviewed their assessment and zoning and photographed each sale location. It is my understanding that these sales are "arms-length" transactions and indicative of market value. There were no unusual conditions that impacted the price of the sales. No adjustments are warranted.

Financing Terms

There were no unusual financing terms or concessions that affected the price paid for these sales. No adjustments are warranted.

Market Conditions

The comparable sales settled between January 2009 and September 2010. The local market began experiencing an upward price movement in 2003 of approximately 20% per year and the 20% appreciation continued through to the summer of 2005. Property values in the current market are now in the midst of a market correction resulting in reduced price levels and longer marketing times.

On the local level, MLS statistics were previously summarized in the Regional Data section of the report. The average sale price for single family units in the County increased 14% in 2005, 8.1% in 2006, 2.2% in 2007 then declined 4.2% in 2008, 8.1% in 2009 and 1.9% in 2010. The trend in declines appears to be weakening over time but still represents a market with weak demand. I applied a negative market condition rate of 5% for the years 2009, 2010 and 2011. Based upon the market data discussed above, the comparable sales were adjusted accordingly.

Location

Comparable Sale #1, located in neighboring East Greenwich Township, is considered similar with no adjustments warranted. Comparable Sales #2 through #5 are considered inferior and positive adjustments were made to these sales. I compared the average residential price of a single family dwelling for each location to estimate a location difference.

Size

The subject land area is 119 acres. The Comparable Sales range from 17.6 to 88.5 acres. Large land parcels tend to sell for less per unit of comparison when compared to small parcels. This is typical in most markets and reflects the intensity of development and economies of scale. The market data is not persuasive on justifying size adjustments so the magnitudes of the adjustments were treated conservatively. Comparable Sales #1, #2, #3 and #5 are smaller than the subject site. They require a negative adjustment to reflect their smaller size. Comparable Sale #4 is similar in size to the subject site. No adjustments are warranted for this sale.

Frontage

The subject property has 3,845+/- feet of road frontage on Ogden Station Road. Each comparable sale has adequate frontage for agricultural and residential use. The subject and all five sales have an adequate amount of road frontage for their highest and best use. The market does not recognize a price difference where adequate frontage exists for the property's highest and best use. No adjustments are warranted.

Topography

A site contains features or surface configurations of an area, e.g., hills, valleys, slopes, lakes, rivers. When sites have significant surface gradations, residential development costs tend to rise thereby reducing the price levels of the parcel that investors are willing to pay due to site development risk. The subject has level topography. All Comparable Sales are similar in topography to the subject site. No adjustments are warranted for these sales.

Zoning/Highest and Best Use

Zoning regulates the character and extent of real estate use through police power. It establishes districts with uniform restrictions relating to improvements; structural height, area, and bulk; and other aspects of the use and development of private property. Different uses and regulations sometimes generate price differences in the market where profit to the land is impacted by zoning requirements of the land use code. The subject is zoned R-6, Residential, which permits 1 unit per 2 acres. The requirements of this district were summarized previously in this report. Comparable Sales #1, #2 and #4 are similar in zoning and highest and best use to the subject site. No adjustments are warranted for these sales. Comparable Sale #3 was sold with entitlements representing .5 units per acre. Entitlements enhance value and this sale is considered superior to the subject sites that have no entitlements. A negative adjustment to Sale #3 was warranted. Comparable Sale #5 is an agriculture use in a commercial zone. The highest and best use of this sale is agriculture even though there is the future long term potential for commercial development. The price paid reflects agriculture use with commercial potential. Therefore, I consider this sale to be superior and a negative adjustment is warranted.

Easements

An easement is an interest in real property that conveys use of a portion of an owner's property. When that use diminishes the value of a property by limiting its highest and best use, an adjustment is warranted if the market recognizes the limitation of use and loss in value. The subject site has two easements, a gas pipeline easement encumbering Block 374 Lot 1 and a sewer line easement encumbering Block 375 Lot 2. Both easements limit the functional utility of the two parcels to a limited extent causing a loss in value. All Comparable Sales are not encumbered by easements and are superior requiring a negative adjustment to the sales.

Wetlands

Wetlands are land areas that are frequently inundated or saturated by surface or groundwater and support vegetation typically adapted for life in saturated soil conditions. Various statutes prohibit the development or use of wetlands and its surrounding buffer areas. This environmental condition tends to reduce value since it limits a property's highest and best use. The subject site has approximately 35 acres of wetlands (30% of the site) and tidal marsh that border the Mantua Creek and its tributaries. Comparable Sale #1 is similar to the subject site. No adjustments are warranted for this sale. Comparable Sales #2, #3, #4 and #5 are encumbered by less wetlands and are superior requiring a negative adjustments to these sales based upon a rate of \$1,500 per acre for wetlands. The subject site and Sales #2, #3, #4 and #5 do not have their functional utility seriously impaired by wetlands so the impact of this environmental condition is limited reflecting in a lower magnitude of adjustments.

Soils

The ability of the soil and other underlying material to support a foundation for residential development or to produce agricultural products can impact the price of a site. The quality of the soils on the subject site and comparable sales were compared and are adequate for agriculture and favorable for residential development. I compared the Land Capability Classes, Farmland Importance, and Septic Capability of the soils on the subject and each sale. The quality of soils on the subject property is acceptable for various crops and can support residential development. Based upon the presence of very limited soils class (13% of the site), 13% of the soils on site are not suitable for residential development. Comparable Sales #2 and #5 have almost no very limited soils on site indicating they are superior to the subject site. They require a negative adjustment. Comparable Sales #1, #3 and #4 are similar in soils class to the subject site. No adjustments are warranted for these sales.

Utilities

The subject property has access to electric, cable and telephone. The Comparable Sales have access to electric, cable and telephone. All Comparable Sales are similar to the subject site with no adjustments warranted. The subject site has a large force main on site but it cannot be accessed for development.

Other

There are no other significant differences between the subject and sales that warrant an adjustment. All of the prior adjustments are considered reasonable estimates of the typical buyer and seller reaction to the various differences. None of the differences or adjustments is considered significant.

A land sale comparative rating grid, summarizing the adjustments to the five sales, is on the following page.

SALES	Clayfon Road Monroe Twp Fera 17.4 999.2010 \$400,000 \$0 \$50 \$22,933	Fee Simple 0% \$22,933 4 Arms Length 6% 22,933 22,933	At Market 0% 22,933 -5%		Inferior 5%	Superior - 17 ac -5%	42.0 0%	Level 0%	RGC(1 unit/3.2 ac) -10%	Superior - None -2%	Superior - 2% -3%	Superior - 2% -5%	Elec, Tele 0%	None 0%	~50%	\$17,429		
	0.4	% %0	θ% -13%		10%	s %0	%0	%0	0% RC	-2% S	-10%	%0	%0	%0	-2%			
SALE 4	75 Griers Lane Upper Deerfield Twp Garrison 88.5 1/29/2009 \$1,832,000 \$51,332,000 \$11,332,000	Fee Simple \$15,056 Arms Length 15,056	At Market 15,056 Declining	13,099 813,099	Inferior	Similar - 88 ac	31,0	Level	A(I unit per ac)	Superior - None	Superior - None	Similar - 13%	Elec, Tele	None		\$12,837		
	2	%0 %0	%0		%\$	-3%	%0	%0	-20%	-5%	-5%	%0	%0	%0	-75%			
SALE3	190 Mül Road Woolwich Twp Previteria 60.2 1/14/2010 \$1,250,000 \$20,774	Fee Simple \$20,774 Arms Length 20,774	At Market 20,774 Declining	19,113 \$19,113	Inferior	Superior - 60 ac	41.0	Level	R-2 - approvals	Superior - None	Superior - 8%	Similar - 14%	Elec, Tele	None		\$14,334		
		%0 %0	%6 ⁻		2%	-5%	%0	%0	%0	-7%	-10%	.5%	%0	%0	-17%			
SALE 2	Woodstown Road Wootwitch Twp Hines 28.5 12/18/2009 \$504,000 \$0 \$504,000	Fee Simple \$17,715 Arms Length 17,715	At Market 17,715 Declining	16,121 \$16,121	Inferior	Superior - 28.6 ac	61.0	Level	AR(1 unit/1.5 ac)	Superior - None	Superior - None	Superior - None	Elec, Tele	None		\$13,380		
		% %0	13%		%0	-5%	%0 1	%0	%0	-2%	%0	%0	%0	%0	3%			
SALE 1	Union Road East Greenwich Twp Bauman 17.6 2/10/2009 \$2237,500 . \$0 \$237,500 \$13,471	Fee Simple \$13,471 Arms Length 13,471	At Market 13,471 Declining	11,720 \$11,720	Similar	Superior - 17.6 ac	Inferior - No Frontage	Level	RR(1 unit/2 ac)	Superior - None	Similar - 28%	Similar - 22%	Elec, Tele	None		\$12,072	\$17,990	\$14,010
SUBJECT	Ogden Station Road West Deptlord Twp Urhan 119.0 10/1/2011 N/A N/A N/A N/A	Fee Sinple Arns Length	Market Declining	0 - 	Suburban	119,0	32,9	Level	R-6 (1 unit/2 acres)	gas & sewer	30%	13%	Elec, Tele	None				
	Property Address Owner / Grautor Size in Acres Date of Sale Sales price Allocated Improv Sales Price Sale Price - Land Only Sale Price / Acre	Property Rights Adjusted Value Condition of Sale Adjusted Value	Financing Terms Adjusted Value Market Conditions	Adjusted Value ADJUSTED PRICE / ACRE	Location	Size in Acres	Front Feet /Acre	Topography	Zooing/HBU	Баяеткліз	Wetlands (%)	Soils (% V. Limited)	Utilities	Ofher	Net Adjustment	INDICATED VALUE PER ACRE	Mean Price/Acre Unadjusted	Mean Price/Acre After Adjustment

VALUE CONCLUSION- UNRESTRICTED MARKET VALUE

The preceding comparable sales data are the most similar overall to the subject and best indicators of the subject's market value. These sales are all located within the Gloucester County market.

Adjustments were made to the comparable sales for the most significant differences between the subject and each sale. The primary differences were for market conditions, wetlands, soils and approvals.

All of the adjustments are considered reasonable estimates of the markets reaction to these differences. The mean unadjusted price of the sales is \$17,990. After comparing each of the comparable sales to the subject the adjusted price per acre range is from \$12,072 to \$17,429. The mean adjusted price of the sales is \$14,010.

In this analysis, I gave greatest weight to Sales #3 and #4 in my final value conclusion. The land value estimate for the subject site assumes that the land is vacant and ready to be put to its highest and best use. After giving consideration to the physical, legal and economic characteristics of the subject site, it is my opinion that the <u>unrestricted market value</u> of the subject property, as of October 1, 2011, is \$14,000 per acre.

Therefore:

119 acres @ \$14,000 per acre = \$1,666,000

PROPERTY VALUATION, AFTER DEVELOPMENT EASEMENT ACQUISITION

PROPERTY DESCRIPTION

The subject land remains the same in the after valuation. The subject land has no improvements. The subject will have no housing opportunities. The location, size, topography, road frontage, and soil quality is acceptable for the restricted agriculture use.

The property has frontage on Ogden Station Road representing a total frontage of 3,845 front feet (32.9 front feet per acre). According to the Farmland Assessment application, 32 acres have been planted in hay and 39 acres in soybeans. The Farmland Preservation application indicates 66% of the site (78 acres) is classified as cropland harvested and 26% of the site (30 acres) is cropland pasture. For the purpose of this appraisal, I have assumed that approximately 92% of the land is tillable cropland.

The topography is generally level throughout the site. The soils identified on this land include FhB, FhC, Tm, FsD and FtF are the dominant soils on this property. These soils are sandy type soils.

The Farmland Preservation application indicates that 62 acres (53%) are prime farmland for agricultural use and 37 acres (32%) are of statewide importance. A total of 15.005 acres are considered tidal marsh and not prime farmland. The following information regarding soils is summarized from the USDA Gloucester County Soil Survey.

Soil Classification

"Prime farmlands include all those soils in Land Capability Class I and selected soils from Land Capability Class II. Prime Farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber and oilseed crops; and is also available for these uses. It has the soil quality, growing season, and moisture supply needed to economically produce sustained high yields when crops when treated and managed according to acceptable farming methods. Prime Farmlands are not excessively erodible or saturated with water for a long period of time, and they either do not flood frequently or are protected from flooding."

"Farmlands of **statewide importance** include those soils in Land Capability Class II and III that do not meet the criteria as Prime Farmland. These soils are nearly Prime Farmland and economically produce high yields when treated and managed according to acceptable farming methods. Some may produce yields as high as Prime Farmland if conditions are favorable."

"Farmland of local importance includes those soils that are not of prime or Statewide importance and are used for the production of high value food, fiber, or horticultural crops."

"Unique farmland is land other than prime farmland that is used for the production of specific high value food and fiber crops. It has the special combination of soil quality, location, growing season, and moisture supply needed to economically produce sustained high quality and/or high yields of a specific crop when treated and managed according to acceptable farming methods."

53% of the subject land has soils that are Prime Farmland soils on the Application.

RESIDENTIAL OPPORTUNITIES

The Definition Section of this report previously defined Residential Opportunity terms used herein.

Exceptions:

As previously defined and discussed the subject has one non-severable exception. This exception is a two acre parcel surrounding the homestead site.

Residential Units:

There is an existing dwelling on this property under a non-severable exception.

Residential Dwelling Site Opportunity (RDSO): There are no RDSOs.

Therefore, the subject property has one residential opportunity if restricted.

HIGHEST AND BEST USE - AFTER DEVELOPMENT EASEMENT ACQUISITION

In a consideration of the highest and best use of the subject property - After The Development Acquisition, the same concepts and definition of highest and best use apply as in the "Before The Development Easement Acquisition", as does the application of the four criteria previously discussed whether the use is 1) physically possible; 2) legally permissible; 3) financially feasible; and 4) maximally productive.

After The Development Easement Acquisition, the total land area and site configuration of the subject remains the same with the exception that the subject site will be encumbered by a farmland preservation Deed of Easement.

The overall site will continue to reflect the same attributes of the physically possible uses. The use of the subject site is dictated by the physical aspects of the site itself. The size, shape, accessibility, and location remain the same as in the Highest and Best Use - Before the Development Easement Acquisition section of the report. The subject site is 119 acres of land area with significant frontage onto Ogden Station Road. The size and shape will allow for flexibility of numerous uses including residential, commercial, industrial and agriculture. The physical aspects of the site do not impose constraints on development to its highest and best use.

The overall site will continue to be governed by the land use code of West Deptford Township under the legally permissible possible uses. There are no plans to change the land use requirements at the Township level. The primary change is that the Development Easement will encumber title to the subject property limiting its legal uses to agriculture. See the Deed of Easement restrictions.

Financially feasible considers those uses that are physically possible and legally permissible that would make economic or financial sense. The current effective economic demand for this site is agricultural use with the long term probability of low density residential development as residential demand increases in Gloucester County. When the development easement encumbers the subject site, the only financially feasible use will be agricultural use. Consequently, the maximally productive use is for agricultural use since it is the only possible and legally permissible use that provides a return to the land.

In consideration of the above factors and those factors discussed within the Highest and Best Use - Before the Development Easement Acquisition section of the report, it is my opinion that the Highest & Best Use - After the Development Easement Acquisition is for agricultural land use as of the effective date of the appraisal.

APPRAISAL PROCESS-- AFTER DEVELOPMENT EASEMENT ACQUISITION

In estimating the value of the subject property "After the Development Easement Acquisition", all of the traditional value approaches have been reconsidered. The Direct Sales Comparison Approach was again determined to be the primary indicator of value. The "After the Development Easement Acquisition" analysis considers the impact of the development easement on the subject site. When the development easement encumbers the site, the highest and best use changes from residential subdivision future use to agricultural use. This change requires a different set of comparable sales to

be considered. The comparable sales utilized in the "After the Development Easement Acquisition" are sales with similar development restrictions. A re-analysis of the comparable land sales was performed and reflects an adjustment grid that identifies the most relevant physical, legal and economic characteristics attributable to an agricultural site in the restricted market value analysis.

The sales presented on the following pages are the best indicators of the subjects' restricted market value. They are the most similar to the subject of recent sales in this market. They are representative of the typical sales in this market, they have the same or similar highest and best use as the subject, and they meet the definition of market value.



Location S/S Jessup Mill Road, East Greenwich Township, NJ

Tax Map Designation Block 1005 Lot 2.02

Grantor Charles J Mihlebach and Catherine Mihlebach

Grantee Louis J. and Deborah K. Gattuso.

Consideration \$162,250

Financing No favorable financing noted

Settlement Date 7/28/2006 Deed Book/Page 4558/181

Zoning RRC – Cluster and RR Rural Residential

Size 23.18 acres
Highest and Best use: Agriculture
Verification Deed and SADC

Price Per Acre \$7,000 per acre of preserved farmland.

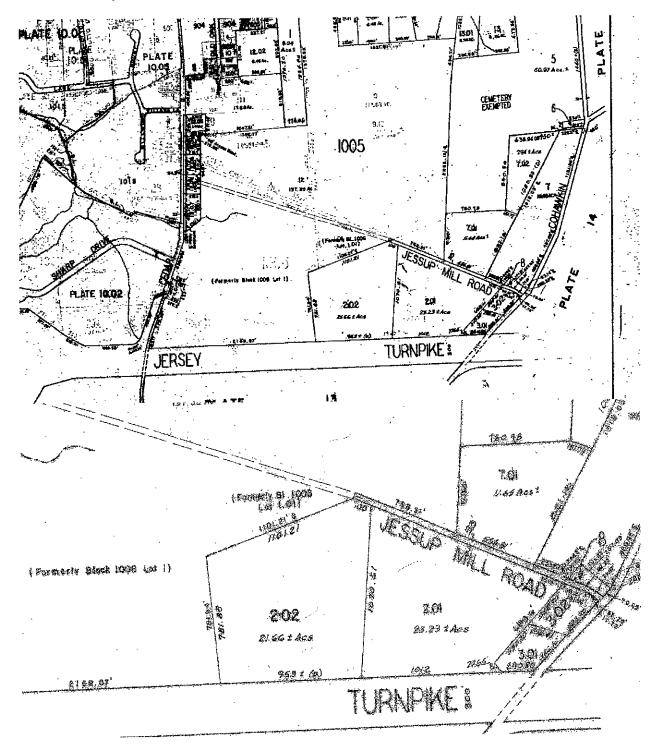
Road Frontage 100 +/- feet

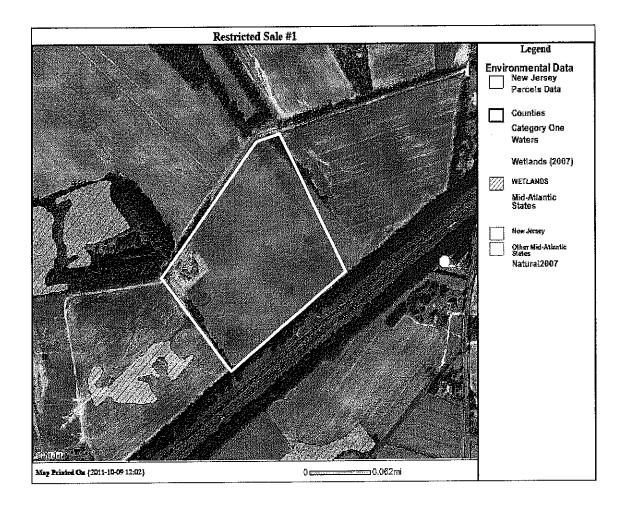
Public Utilities Electric & telephone

Dwelling Opportunities one 1.24 acre severable exception

Comments: This tract was restricted under Farmland Program. The deed of easement area was 21.94 Acres plus a 1.24 acre exception. The parcel is located on the south side of Jessup Road, west of Cohawkin Road. The southerly side of the parcel abuts the New Jersey Turnpike. Topography is generally flat with an irregular shape. No site improvements were observed. The parcel has 84% prime soil, 26% statewide with 95% tillable.

COMPARABLE RESTRICTED LAND SALE NO. 1 - continued

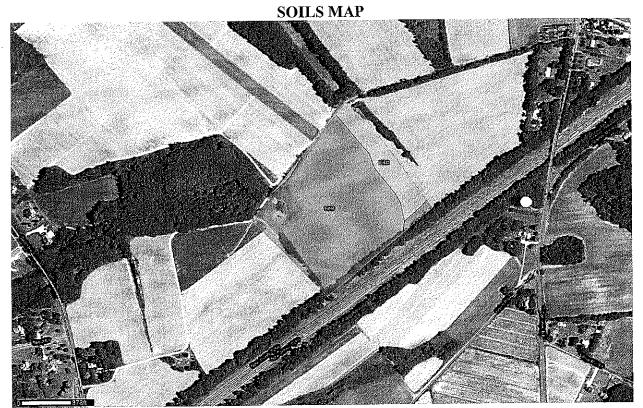




Map Source is NJDEP Geoweb 2011.

There are no wetlands on site. There is a woodland stand along the southern border with the New Jersey Turnpike.

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP – continued



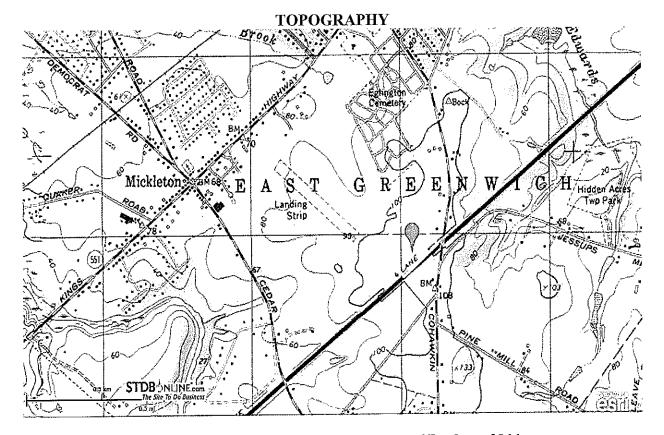
Map Source is USDA NCRS Web Soil Survey 2011.

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CosB	Colts Neck sandy loam, 2 to 5 percent slopes	All areas are prime farmland	0.4	1.6%
FrkB	Freehold sandy loam, 2 to 5 percent slopes	All areas are prime farmland	20.1	82.5%
FrkC	Freehold sandy loam, 5 to 10 percent slopes	Farmland of statewide importance	3.9	15.9%
Totals for Area of Interest			24.4	100.0%
Rating Not limited Totals for Area of Interest		Acres in AOI 24.4 24.4	Percent of AOI 100.0% 100.0%	

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP - continued

Site Discussion

100% of the soil on this sale is "not limited" which indicates that the soil has features that are very favorable for the specified use, i.e., residential use with basements could be developed on site. This is a positive physical characteristic that is considered in the grid because it impacts the site yield for residential development. The entire site is acceptable for low density development. About 84% of the site is considered prime soils.

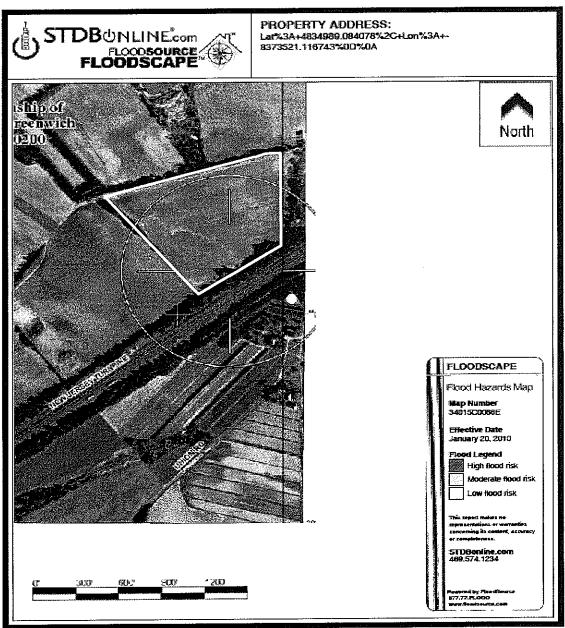


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #1 has generally level topography with no significant potential development or agriculture costs due to this physical issue.

COMPARABLE UNRESTRICTED LAND SALE NO. 1 MAP - continued

FLOOD MAP



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Map Source is Site To Do Business, National Association of Realtors 2011. Sale #1 is not in a flood plain zone.



Location 334 Lincoln Mill Road, South Harrison Township, NJ

Tax Map DesignationBlock: 14 Lot: 13GrantorBarbara Joan KeeferGranteeJoseph and Grace Visalli

Consideration \$365,000

Financing No favorable financing noted

Settlement Date 1/30/2009 Deed Book/Page 4626/337

Zoning AR, Agriculture Residential

Size 60.3 acres
Highest and Best use: Agriculture

VerificationDeed, attorney for Grantor and SADCPrice Per Acre/Imp\$6,053 per acre excluding improvements

Road Frontage 1,421 +/- feet **Public Utilities** Electric & telephone

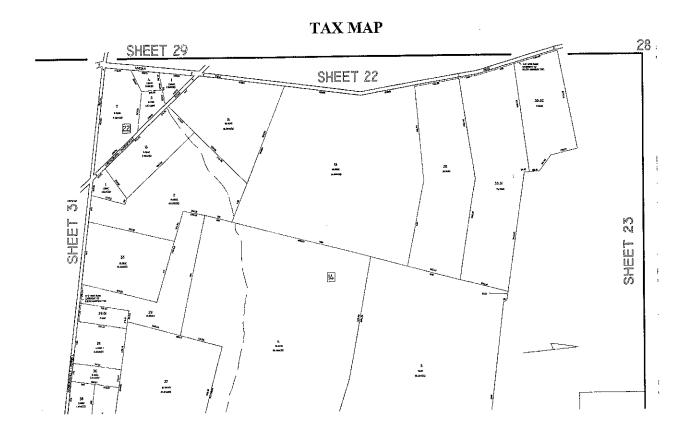
Dwelling Opportunities One

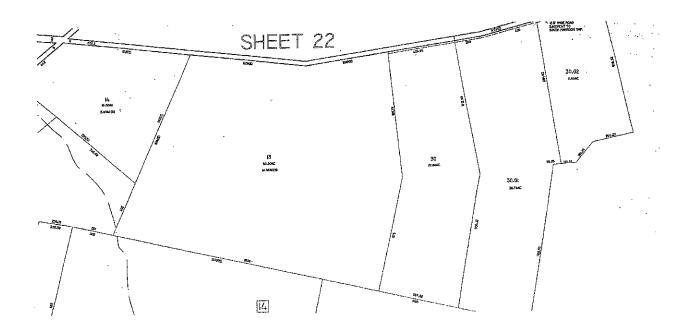
Comments: Topography is generally level with an irregular shape. Approximately 20% of the site contains wetlands. This sale occurred in January 2009. I confirmed this sale in August 2009 with the Realtor and subsequently inspected the site in September 2009. The two story home was demolished in June 2010. Originally, the Realtor indicated the property was marketed with the dwelling, other site improvements and the land as one package.

COMPARABLE RESTRICTED LAND SALE NO. 2 - continued

The property sold for \$365,000 including the value of the improvements at \$6,053 per acre. I spoke with the purchaser, Mr. Visalli, on April 15, 2011 who advised that it was his intention to move his family to the property since he had a number of leased land parcels in the immediate vicinity. After evaluating the dwelling, he discovered the cost of rehabilitation far exceeded his expectations so he decided to demolish the structure in June 2010 about one and a half years after the closing. Mr. Visalli further indicated that he was aware that restricted land was selling in the \$3,000 to \$4,000 per acre range when he negotiated the purchase price. He acknowledged that the purchase price included improvement value. My analysis of this sale indicated that the purchase price per acre (\$6,053) less the value of the restricted land per acre (\$4,000) that the purchaser knew at the time of sale suggested a value for the improvements of \$2,053 per acre or \$124,617, say \$125,000. I note the barn and silo continue to exist on site. I have been informed by SADC that they will not accept an improvement deduction from the purchase price due to the demolition of the house. This is a matter of SADC appraisal judgment on the value of the improvements. Therefore, I have not deducted any improvement value from the purchase price. The parcel has 89% prime soils. Approximately 99% is tillable farmland with the balance woodland. There is no irrigation on the site. The surrounding area is agriculture and low density residential.

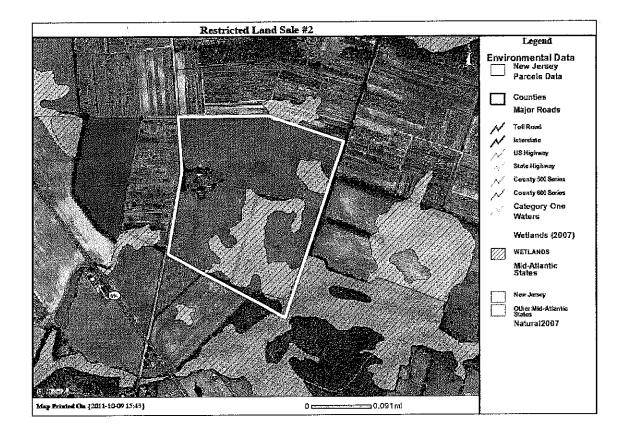
COMPARABLE RESTRICTED LAND SALE NO. 2 - continued





COMPARABLE UNRESTRICTED LAND SALE NO. 2 MAP – continued

AERIAL MAP

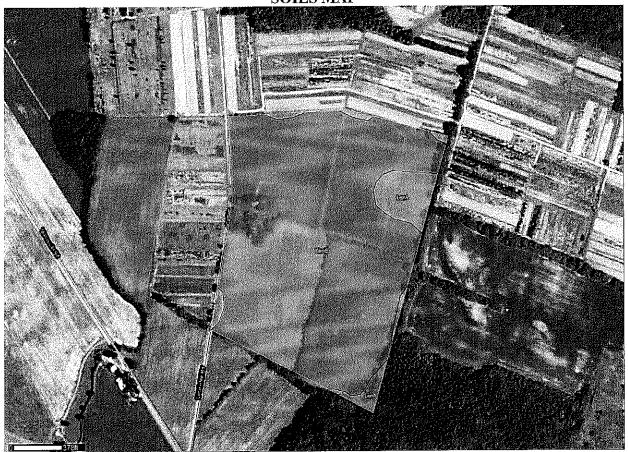


Map Source is NJDEP Geoweb 2011.

There are approximately 20% wetlands on site or about 12 acres with buffers. There is a woodland stand along the southern border.

COMPARABLE UNRESTRICTED LAND SALE NO. 2 MAP - continued

SOILS MAP



Map Source is USDA NCRS Web Soil Survey 2011.

unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
KemB	Keyport sandy loam, 2 to 5 percent slopes	All areas are prime farmland	54.2	91.5%
LenA	Lenni loam, 0 to 2 percent slopes	Farmland of statewide importance	5.0	8.5%
Totals for Area of Interest			59.2	100.0%
Rating Acres in AOI Percent of AOI Very limited 59.2 100.0%				

59.2

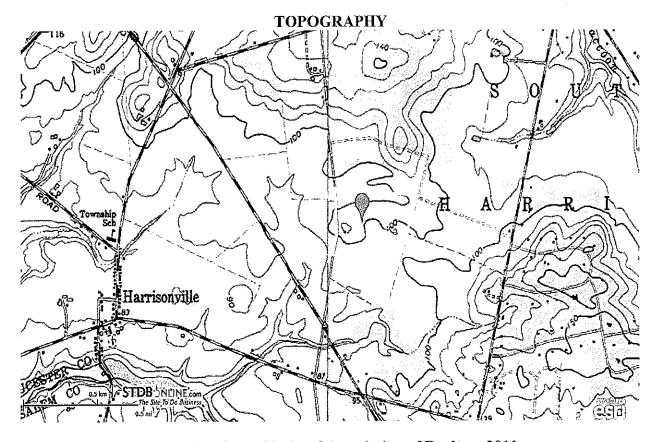
100.0%

Totals for Area of Interest

COMPARABLE UNRESTRICTED LAND SALE NO. 2 MAP - continued

Site Discussion

100% of the soil on this sale is "very limited" which indicates that the soil has one or more features that are unfavorable for the specified use, i.e., residential use. This is a negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. About 92% of the site is considered prime soils.

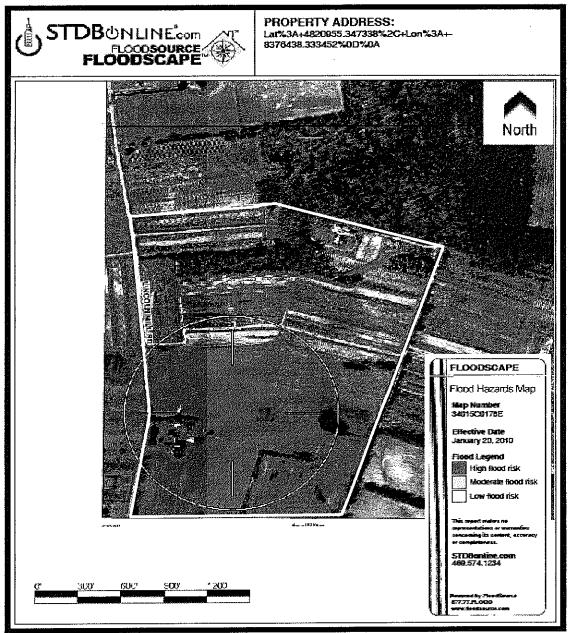


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #2 has generally level topography with no significant potential development or agriculture costs due to this physical issue.

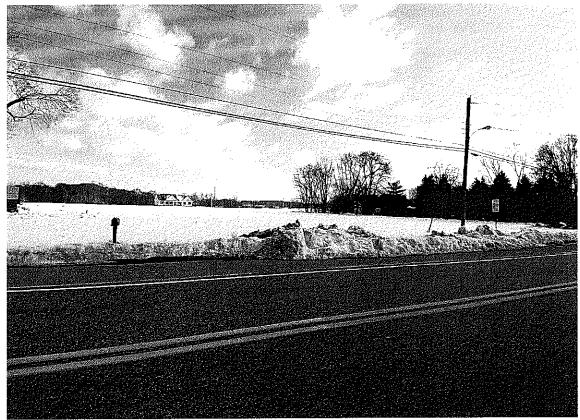
COMPARABLE UNRESTRICTED LAND SALE NO. 2 MAP - continued

FLOOD MAP



6 1999-2011 Source Prese Comparison. All rights reserved. Protected by U.S. Patent Numbers 5631226, 5678515, 6442698, and 7038661

Map Source is Site To Do Business, National Association of Realtors 2011. Sale #2 is not in a flood plain zone.



Location 151 Repaupo Station Road, Logan Township, NJ

Tax Map DesignationBlock: 605 Lot: 8, 9, 11GrantorLogan Meadows LLP

Grantee Thomas O. Lial and Linda Mowbray Joint Tenants

Consideration \$443,750

Financing No favorable financing noted

Settlement Date 4/8/08
Deed Book/Page 4522/200
Zoning R, Residential
Size 121.1 acres
Highest and Best Use Agriculture

Verification Deed, attorney for Grantor

Price Per Acre With Imp
Road Frontage

\$3,664 per acre
395 +/- feet

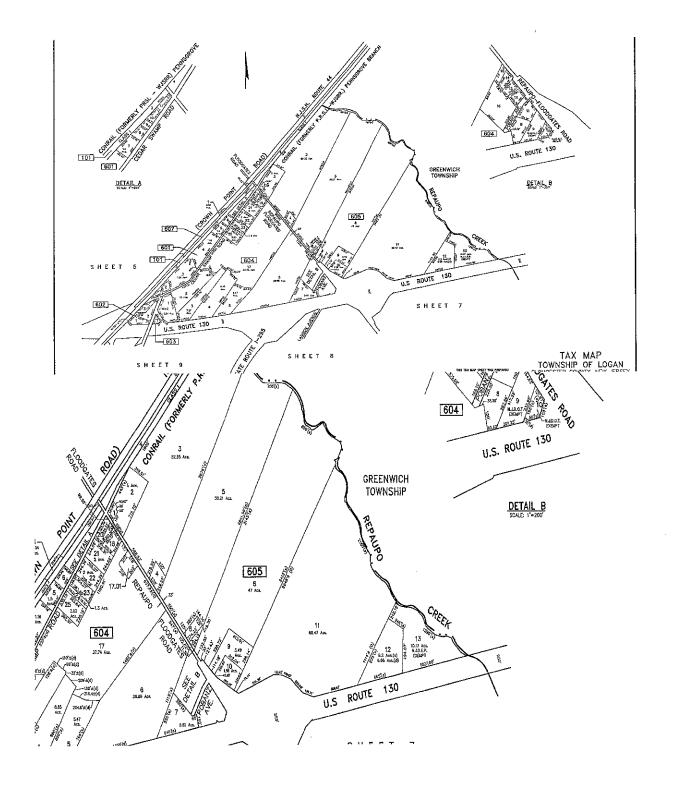
Public Utilities Electric & telephone

Dwelling Opportunities One

Comments: Topography is rolling farmland with wetlands that back up to Repaupo Creek and Greenwich Township with an irregular shape. The sale is located on the north side of Interstate 295 and Repaupo Station Road, east of Crown Point Road. Fee simple Interest was acquired in 121.1 acres and subject to Farm Preservation easement on 120.1 acres. The easement excepted a 1 acre site and the encumbered tract was subject to wetland regulations of record. This tract was encumbered under the State of New Jersey Agriculture Retention and Development program an

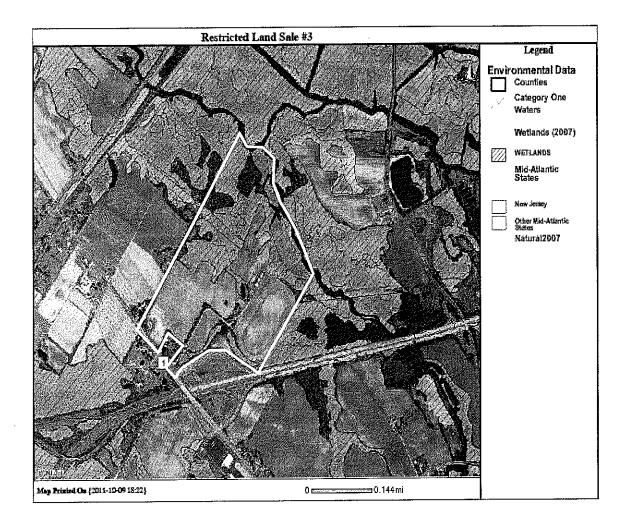
dated April 7, 2008 between Logan Meadows LLC and the County of Gloucester recorded in the Gloucester County Clerk's office in Deed Book 4532 Page182. The Gross of 121.1 acres were cited with a one acre exception for a total net encumbered size of 120.1 acres for a consideration of \$1,501,250 or \$12,500 per acre for the development rights. The parcel has 35% prime soils. Approximately 30% of the site contains wetlands. Approximately 70% is tillable farmland with the balance woodland and wetlands. There is no irrigation on the site. The surrounding area is agriculture and low density residential. The SADC directed me not to make any deduction for the 1 acre severable exception.

COMPARABLE RESTRICTED LAND SALE NO. 3 – TAX MAP



COMPARABLE RESTRICTED LAND SALE NO. 3 - MAP

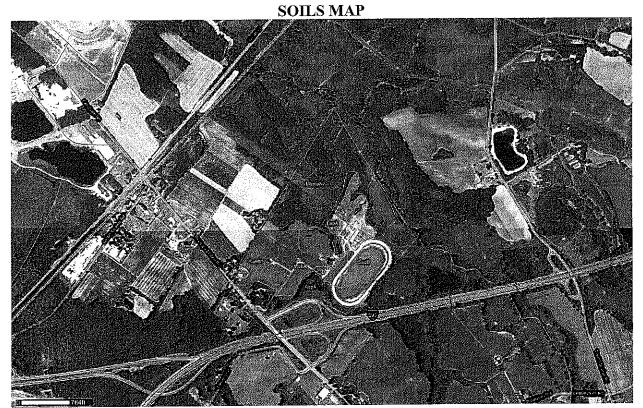
AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There are approximately 27% wetlands on site or about 33 acres. There is a woodland area along the rear creek.

COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP – continued



Map Source is USDA NCRS Web Soil Survey 2011.

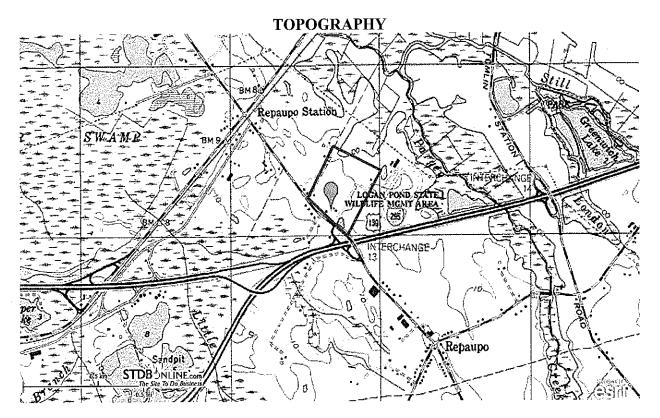
Rating	Acres in AOI	Percent of AOI
Very limited	61.6	55.8%
Somewhat limited	30.0	27.2%
Not limited	17.0	15.4%
Null or Not Rated	1.7	1.6%
Totals for Area of Interest	110.4	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
FamA	Fallsington sandy loam, 0 to 2 percent slopes	Farmland of statewide importance	2.4	2.2%
FapA	Fallsington loam, 0 to 2 percent slopes	Farmland of statewide importance	20.0	18.1%
MakAt	Manahawkin muck, 0 to 2 percent slopes, frequently flooded	Farmland of unique importance	0.7	0.7%
MamuA	Mannington-Nanticoke-Udorthents vcomplex, 0 to 1 percent slopes, very frequently flooded	Farmland of unique importance	38.6	34.9%
SabB	Sassafras loamy sand, 0 to 5 percent slopes	Farmland of statewide importance	8.8	8.0%
SacB	Sassafras sandy loam, 2 to 5 percent slopes	All areas are prime farmland	8.2	7.4%
WATER	Water	Not prime farmland	1.7	1.6%
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	30.0	27.2%
Totals for Area of Interest				100.0%

Site Discussion

56% of the soil on this sale is "very limited" which indicates that the soil has one or more features that are unfavorable for the specified use, i.e., residential use. This is a negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. About 35% of the site is considered prime soils.

COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP - continued

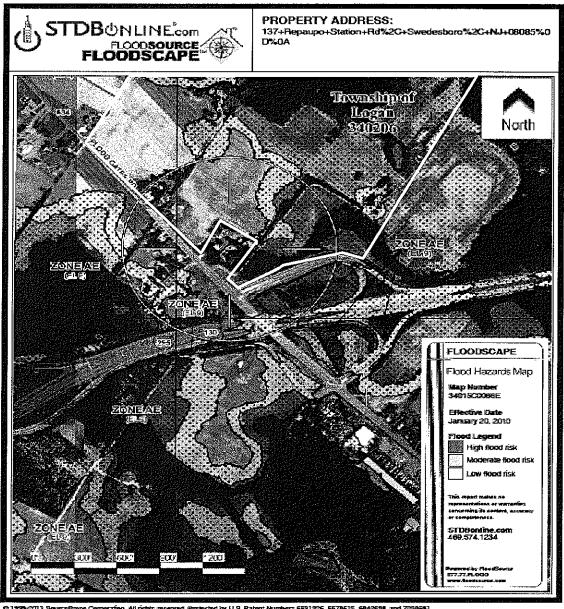


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #3 has generally level topography with no significant potential development or agriculture costs due to this physical issue. The rear area of the site along the creek drops off but the elevation runs from zero to about 10 feet.

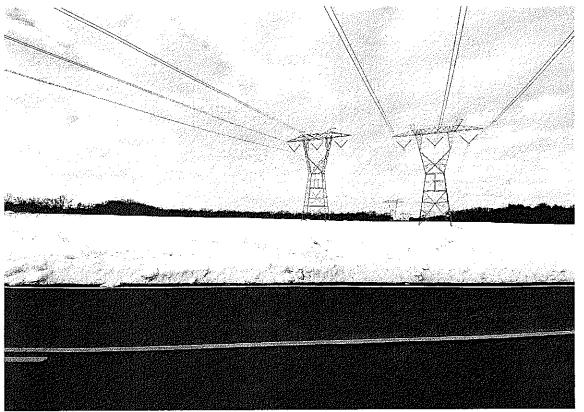
COMPARABLE UNRESTRICTED LAND SALE NO. 3 MAP - continued

FLOOD MAP



Q 1999-2011 SourceProse Comparation. All rights reserved. Protected by U.S. Pabent Numbers 5881326, 5678415, 6842698, and 7038681.

Map Source is Site To Do Business, National Association of Realtors 2011. About 75% of Sale #3 is in a flood plain zone.



South side of Swedesboro Road (CR 538), west of Little

Mill Road, Franklin Township, NJ

Tax Map Designation Block: 2601 Lot: 5

Grantor Edward and Susan Eivich

Grantee Liberty Bell Bank (Peter Buchert, IRA)

Consideration \$170,000

Financing No favorable financing noted

Settlement Date 2/5/2010 Deed Book/Page 4750/194

Zoning RA, Agriculture Residential

Size 40.76 acres Highest and Best use: Agriculture

VerificationDeed, attorney for Grantor and SADCPrice Per Acre\$4,171 per acre of preserved farmland

Road Frontage 343 +/- feet

Public Utilities Electric, gas & telephone

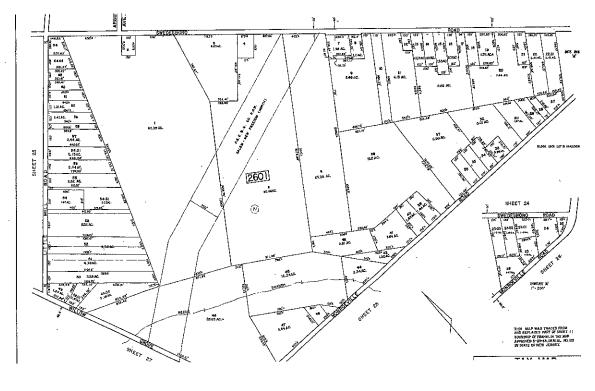
Dwelling Opportunities None

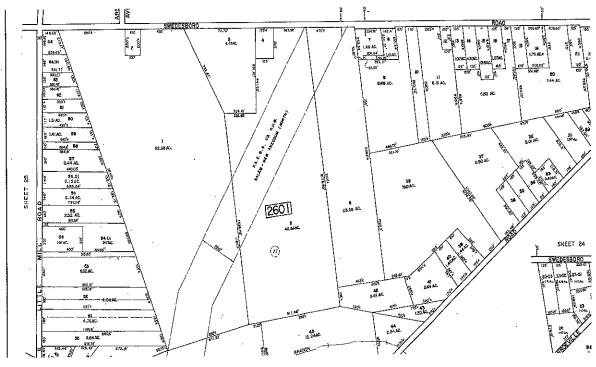
Comments: Topography is generally level with an irregular shape. This land parcel is located on the south side of Swedesboro Road, west of Little Mill Rd in Franklin Twp. The tract is encumbered with a 350' wide Tower power transmission line [PSE&G Salem-New Freedom – North] easement [Est. 12+- Acres] which substantially reduced it development area nevertheless retaining its overall agriculture utility. This tract was restricted under the Farmland Program and is noted in Deed Book 3873 Page 337

Location

October 29, 2004. The deed of easement area was 40.76 Acres. The Development Easement consideration was \$154,888. Approximately 15% of the site contains wetlands. The parcel has 58% prime soils. Approximately 85% is tillable farmland with the balance woodland. There is no irrigation on the site. The surrounding area is agriculture and low density residential. The property previously sold in January 2009 for \$3,312 per acre preserved and also in April 2005 for \$1,840 per acre preserved. The parcel is located in the R-A, Residential Agricultural zoning district.

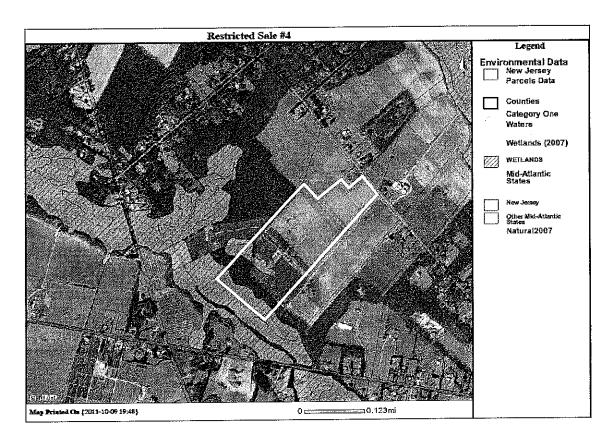
COMPARABLE RESTRICTED LAND SALE NO. 4 – TAX MAP





COMPARABLE RESTRICTED LAND SALE NO. 4 – MAP

AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There are approximately 15% wetlands on site or about 6 acres located primarily along the rear boundary. There is a woodland area along the rear boundary bordering the stream.

COMPARABLE UNRESTRICTED LAND SALE NO. 4 MAP – continued



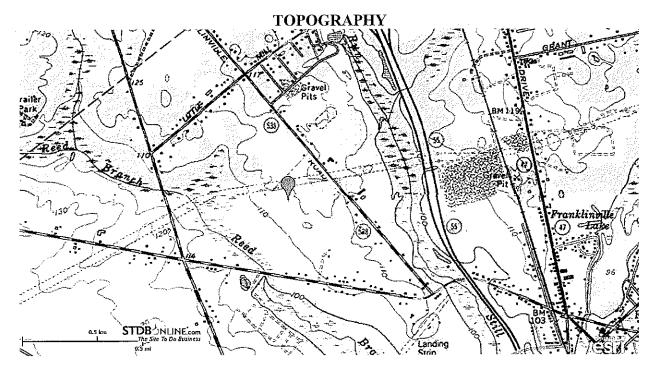
Map Source is USDA NCRS Web Soil Survey 2011.

	warp source	ce is constituted that some and to j =	~ 		
	Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
	AucB	Aura loamy sand, 0 to 5 percent slopes	All areas are prime farmland	7.2	16.4%
	AugB	Aura sandy loam, 2 to 5 percent slopes	All areas are prime farmland	18.7	42.3%
	DocB	Downer loamy sand, 0 to 5 percent slopes	Farmland of statewide importance	5.0	11.4%
	HbmB	Hammonton loamy sand, 0 to 5 percent slopes	Farmland of statewide importance	2.2	5.0%
	MakAt	Manahawkin muck, 0 to 2 percent slopes, frequently flooded	Farmland of unique importance	6.8	15.3%
	SabB Sassafras loamy sand, 0 to 5 percentFarmland of statewide slopes importance		4.2	9.6%	
Totals for Area of Interest			44.3	100.0%	
Not limited			35.3	79.6%	
Very limited			6.8	15.3%	
Somewhat limited			2.2	5.0%	
Totals for Area of Interest			44.3	100.0%	

COMPARABLE UNRESTRICTED LAND SALE NO. 4 MAP - continued

Site Discussion

15% of the soil on this sale is "very limited" which indicates that the soil has one or more features that are unfavorable for the specified use, i.e., residential use. This is a negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. About 58% of the site is considered prime soils.

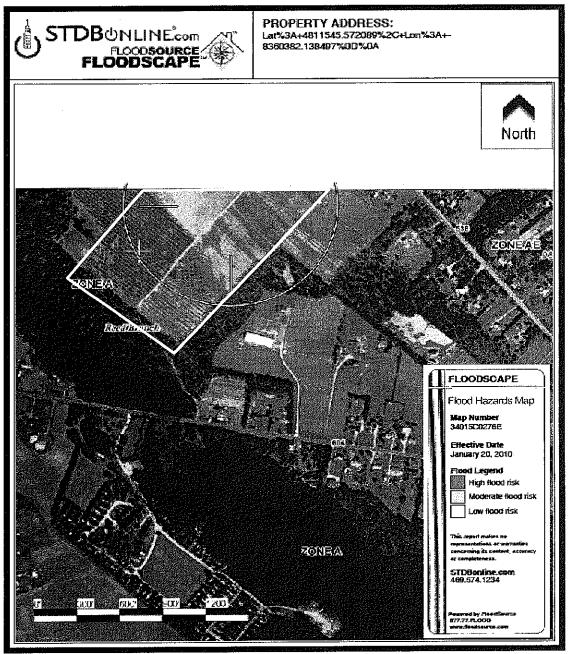


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #4 has generally level topography with no significant potential development or agriculture costs due to this physical issue. The rear area of the site along the creek drops off but the elevation runs about 110 feet.

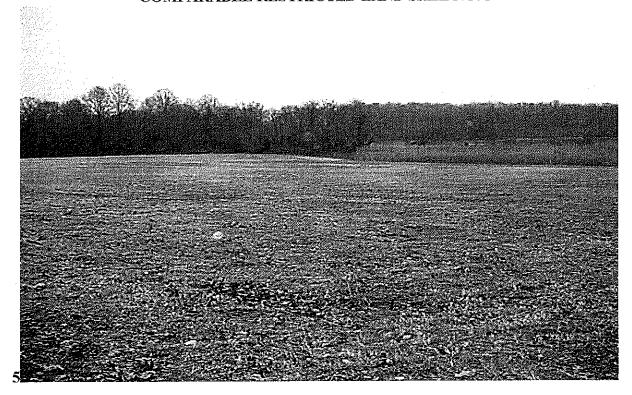
COMPARABLE UNRESTRICTED LAND SALE NO. 4 MAP - continued

FLOOD MAP



© 1999-2071 SourceProse Corporation. All rights reserved. Protected by U.S. Patent Numbers 5631326, 5578615. 6642598, and 7038661.

Map Source is Site To Do Business, National Association of Realtors 2011. It does not appear that any part of Sale #4 is in a flood plain zone.



Location

Tax Map Designation

Grantor Grantee

Grantee

Consideration

Financing Settlement Date

Deed Book/Page

Zoning

Size

Highest and Best use:

Verification

Price Per Acre

Road Frontage

Public Utilities

Dwelling Opportunities

720 Eldridge's Hill Road, West of Harrisonville-Mullica Hill Road, South Harrison Township, NJ

Block: 28 Lot: 3.01

NJ SADC

Sebastian & Jacqueline Marion, h/w

\$705,000

No favorable financing noted

6/29/2010

4785/215

AR, Agriculture Residential

127.02 acres

Agriculture

Deed and SADC

\$4,763 per acre of preserved farmland

1,421 +/- feet

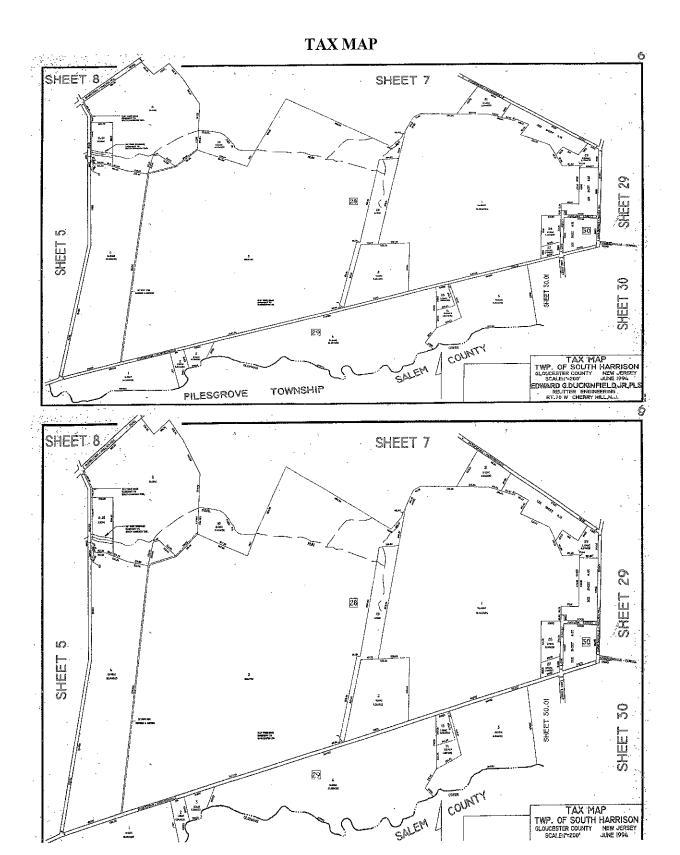
Electric & telephone

One, the existing residence

Comments: Topography is generally level with an irregular shape. This land parcel is located on the north side of Eldridge's Hill Road, west of Harrisonville-Mullica Hill Road in South Harrison Township near the Salem County border. The deed of easement area was 60.7 acres. The Development Easement consideration was \$1,062,250. The easement to the County is recorded in deed book 4551, on page 282, dated June 9, 2008. Approximately 20% of the site contains wetlands. The parcel has 41% prime soils. The cropland is 77% harvested with 16% woodlands. Approximately 77% is tillable farmland with the balance woodland.

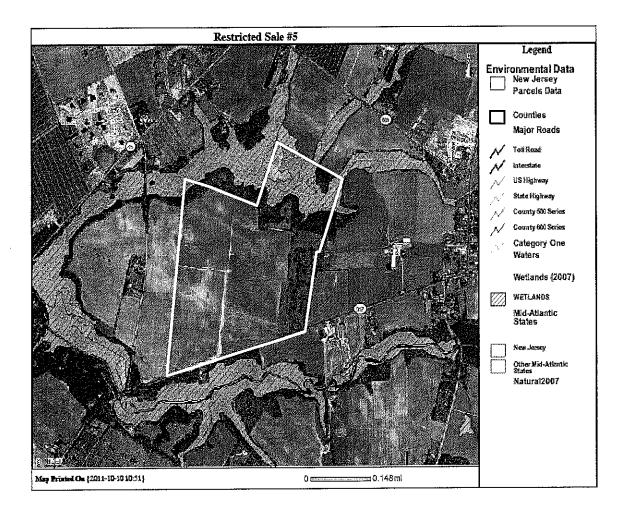
There is no irrigation on the site. The surrounding area is agriculture and low density residential. The property rights acquired were the fee simple estate excluding all residential development rights except for the existing dwelling which is permitted but is limited to a maximum area of 3,500 square foot footprint. The dwelling was reported in good condition. I have allocated \$100,000 for the value of the improvements indicating a residual value to the preserved land of \$605,000 reflecting \$4,763 per acre.

COMPARABLE RESTRICTED LAND SALE NO. 5 – TAX MAP



COMPARABLE RESTRICTED LAND SALE NO. 5 - TAX MAP

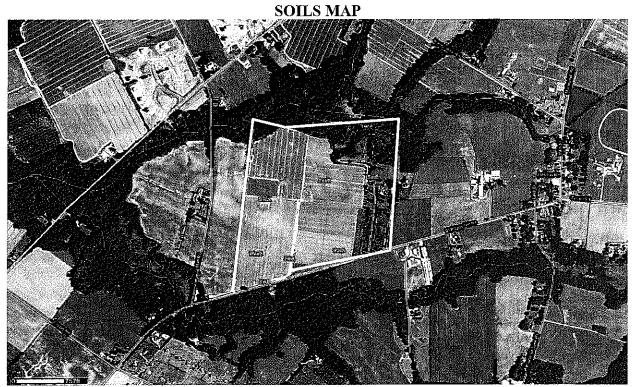
AERIAL MAP



Map Source is NJDEP Geoweb 2011.

There are approximately 20% wetlands on site or about 25 acres located primarily along the rear boundary adjacent to the Marl Run Tributary. There is a woodland area along the rear boundary bordering the tributary.

COMPARABLE UNRESTRICTED LAND SALE NO. 5 MAP – continued



Map Source is USDA NCRS Web Soil Survey 2011.

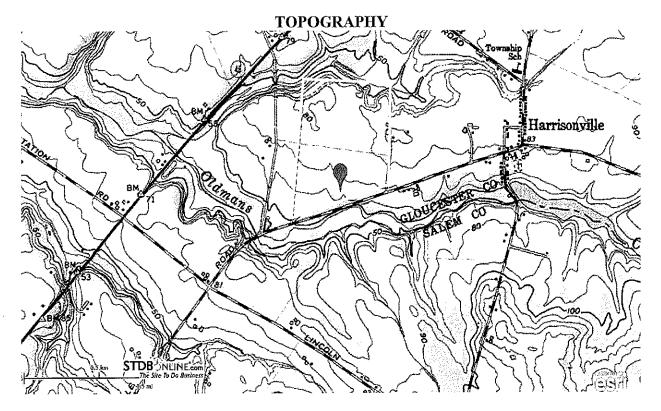
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CoeAs	Colemantown loam, 0 to 2 percent slopes, occasionally flooded	Not prime farmland	0.5	0.4%
FrkA	Freehold sandy loam, 0 to 2 percent slopes	All areas are prime farmland	11.5	8.9%
FrkB	Freehold sandy loam, 2 to 5 percent slopes	All areas are prime farmland	3.4	2.7%
LenA	Lenni loam, 0 to 2 percent slopes	Farmland of statewide importance	10.7	8.3%
SabB	Sassafras loamy sand, 0 to 5 percent slopes	Farmland of statewide importance	56.7	44.1%
SabF	Sassafras loamy sand, 15 to 40 percent slopes	Not prime farmland	8.3	6.5%
SacA	Sassafras sandy loam, 0 to 2 percent slopes	All areas are prime farmland	21.9	17.0%
SacB	Sassafras sandy loam, 2 to 5 percent slopes	All areas are prime farmland	11.5	8.9%
WeeB	Westphalia fine sandy loam, 2 to 5 percent slopes	All areas are prime farmland	4.2	3.2%
Totals for A	Area of Interest		128.6	100.0

COMPARABLE UNRESTRICTED LAND SALE NO. 5 MAP - continued

Rating	Acres in AOI	Percent of AOI
Not limited	117.4	91.3%
Very limited	11.2	8.7%
Totals for Area of Interest	128.6	100.0

Site Discussion

9% of the soil on this sale is "very limited" which indicates that the soil has one or more features that are unfavorable for the specified use, i.e., residential use. This is a negative physical characteristic that is considered in the grid because it impacts the site yield for residential development. About 40% of the site is considered prime soils.

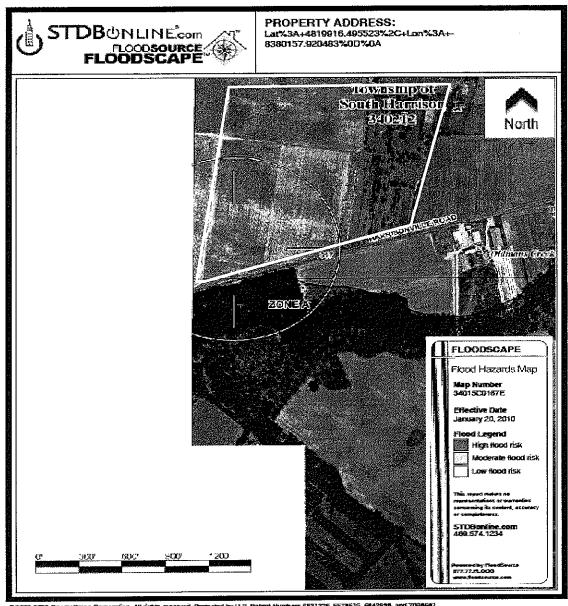


Map Source is Site To Do Business, National Association of Realtors 2011.

Based upon my physical inspection of the site and the above topography map, Sale #5 has generally level topography with no significant potential development or agriculture costs due to this physical issue. The rear area of the site along the tributary drops off but the elevation runs about 80 feet for most of the site.

COMPARABLE UNRESTRICTED LAND SALE NO. 5 MAP - continued

FLOOD MAP



© 1999-2011 Street-Mass Composition. Will select telephone static of the Landing selection approach approach and approach and approach app

Map Source is Site To Do Business, National Association of Realtors 2011. It does not appear that any part of Sale #5 is in a flood plain zone.

COMPARABLE SALES ADJUSTMENT ANALYSIS

Property Rights

The comparable sales involved the transfer of the restricted fee simple rights. No adjustments for Property Rights are warranted.

Condition of sale

All five sales were verified by reviewing the deed and speaking with a knowledgeable person involved in the transaction or the most reliable available sources. I also reviewed their assessment and zoning and photographed each sale location. It is my understanding that these sales are "arms-length" transactions and indicative of market value. There were no unusual conditions that impacted the price of the five sales. No adjustments are warranted.

Financing Terms

There were no unusual financing terms or concessions that affected the price paid for these sales. No adjustments are warranted.

Market Conditions

The comparable sales settled between July 2006 and June 2010. The local market began experiencing an upward price movement in 2003 of approximately 20% per year and the 20% appreciation continued through to the summer of 2005. Property values in the current market are not in the midst of a market correction resulting in reduced appreciation and long marketing times.

On the local level, MLS statistics were previously summarized in the Regional Data section of the report. The average sale price for single family units in the County increased 14% in 2005, 8.1% in 2006, 2.2% in 2007 then declined 4.2% in 2008, 8.1% in 2009 and 1.9% in 2010. The trend in declines appears to be weakening over time but still represents a market with weak demand. I applied a negative market condition rate of 5% for the years 2006 through 2011. Based upon the market data discussed above, the comparable sales were adjusted accordingly.

Location

Comparable Sale #1, located in neighboring East Greenwich Township, is considered similar with no adjustments warranted. Comparable Sales #2 through #5 are considered inferior and positive adjustments were made to these sales. I compared the average residential price of a single family dwelling for each location to estimate a location difference.

Size

The subject land area is 117 acres. The Comparable Sales range from 23.18 to 127.02 acres. Large land parcels tend to sell for less per unit of comparison when compared to small parcels. This is typical in most markets and reflects the intensity of development and economies of scale. The market data is not persuasive on justifying size adjustments so the magnitudes of the adjustments were treated conservatively. Comparable Sales #1, #2 and #4 are smaller than the subject site. They require a negative adjustment to reflect their smaller size. Comparable Sales #3 and #5 are similar in size to the subject site. No adjustments are warranted for these sales.

Topography

A site contains features or surface configurations of an area, e.g., hills, valleys, slopes, lakes, rivers. When sites have significant surface gradations, residential development costs tend to rise thereby reducing the price levels of the parcel that investors are willing to pay due to site development risk. The subject has level topography. All Comparable Sales are similar in topography to the subject site. No adjustments are warranted for these sales.

Tillable Acres

The amount of tillable area in a farming operation is a significant factor in determining the crop yield on a particular site. The crop yield determines the amount of net income from the agricultural operation. As a result, tillable acres have a direct impact on prices paid for agricultural land. Approximately 77% of the subject site is tillable. The remainder is unproductive uses. All Comparable Sales are similar to the subject site. No adjustments are warranted to the sales.

Soils

The ability of the soil to enhance crop yield is an important physical characteristic in the price levels for agricultural land. The crop yield determines the amount of net income from the agricultural operation. As a result, soil quality has a direct impact on prices paid for agricultural land. The quality of the soils on the subject site and comparable sales were compared. The subject has 53% prime soils. Comparable Sales #3 and #5 have less prime soils than the subject site indicating the sales are inferior to the subject site. They require a positive adjustment. Comparable Sales #1 and #2 have more prime soils than the subject site indicating the sales are superior to the subject site. They require a negative adjustment. Comparable Sale #4 has similar prime soils when compared to the subject site. No adjustments are warranted.

Residential Opportunity

A residential opportunity encompasses exceptions to the development easement that permit a residence, existing residential units and residential dwelling opportunities (RDSOs) on the site. These residential opportunities provide the ability to reside on the subject property after the development easement encumbers the site. They provide an increment of value attributed to the land, which is independent of the actual value of the physical structure. The subject property has one residential opportunity identified as a non-severable exception. Comparable Sales #1, #2 and #3 have one residential opportunity and are considered similar to the subject with no adjustments warranted. Comparable Sales #4 and #5 have no residential opportunities and are considered inferior to the subject with positive adjustments warranted. Based upon current market conditions for residential property, my adjustment is conservative.

Wetlands

Wetlands are land areas that are frequently inundated or saturated by surface or groundwater and support vegetation typically adapted for life in saturated soil conditions. Various statutes prohibit the development or use of wetlands and its surrounding buffer areas. This environmental condition tends to reduce value since it limits a property's highest and best use. The subject site has approximately 35 acres of wetlands (30% of the site) and tidal marsh that border the Mantua Creek and its tributaries. Comparable Sale #3 is similar to the subject site. No adjustments are warranted for this sale. Comparable Sales #1, #2, #4 and #5 are encumbered by less wetlands and

are superior requiring a negative adjustments to these sales based upon a rate of \$1,500 per acre for wetlands. The subject site and Sales #2, #4 and #5 do not have their functional utility seriously impaired by wetlands so the impact of this environmental condition is limited reflecting in a lower magnitude of adjustments.

Other

There are no other significant differences between the subject and sales that warrant an adjustment. All of the prior adjustments are considered reasonable estimates of the typical buyer and seller reaction to the various differences. None of the differences or adjustments is considered significant.

A land sale comparative rating grid, summarizing the adjustments to the five sales, is presented below.

	SUBJECT	SALE 1		SALE 2		SALE 3		SALE 4		SALES	
Property Address	Ogden Station Road West Deotford Two	Jessup Mill Road East Greenwich Twp		334 Lincoln Mill Road South Harrison Twp		Repaupo Station Rd Logan Twp		Swedesboro Road Franklin Twp		Eldridge Hill Road South Harrison Twp	
Owner / Grantor	Urban Farm	Mihlebach		Keefer		Logan Meadows LLP		Eivich		SADC	
Farm Size in Acres	119.0	23.19		60.3		121,1		40.8 2/19/2010		70:/71	
Date of Sale Total Color Price	10/1/2011	0.07/87/1		\$365.000		\$443.750		\$170,000		\$705,000	
Folds Sales Line Sale Price - I'm Affication		98		· 95		· 0\$		8		\$100,000	
Sales Price - Land Only		\$162,250		\$365,000		\$443,750		\$170,000		\$605,000	
Sale Price / Acre Land Only	NA	26,997		\$6,053		\$3,664		84,171		\$4,763	
Sale Price / Acre with Imp		26,997		\$6,053		S3,664		84,171		\$5,550	
Donasto Richie	Bestricted	Restricted	%Đ	Restricted	%0	Restricted	%0	Restricted	%0	Restricted	%0
Adjusted Value		26,98		\$6,053		\$3,664		\$4,171		\$4,763	
Condition of Sale Adjusted Value	Arms Length	Arms Length 6,997	%0	Arms Length 6,053	%0	Arms Length 3,664	%0	Arns Length 4,171	%0	Arms Length 4,763	%0
Financing Terms Adjusted Value	At Market	At Market 6,997	%0	At Market 6,053	%0	At Market 3,664	%0	At Market 4,171	%0	At Market 4,763	%0
Market Conditions Adjusted Value	Declining	Similar 5,177	-26%	Similar 5,266	-13%	Similar 3,041	%LI-	Similar 3,837	%8-	Similar 4,477	%9-
ADJUSTED PRICE/ACRE		55,177		\$5,266		\$3,041		53,837		\$4,477	
Location	Suburban	Similar	%0	Inferior	2%	Inferior	2%	Inferior	10%	Inferior	%5
Size in Acres	119.0	Superior - 23 ac	%0I-	Superior -60 ac	.5%	Similar - 121 ac	%0	Superior - 40 ac	-10%	Similar - 127 ac	%0
Topography	Level	Level	%0	Level	%0	Level	%0	Level	%0	Level	%0
Tillable Acres (%)	77%	Similar - 95%	%0	Similar-99%	%0	Similar - 70%	%0	Similar - 85%	%0	Similar - 77%	%0
Soils (% Prine)	73%	Similar-84%	%0	Similar - 89%	%0	Inferior-35%	7%	Similar-58%	%0	Inferior-41%	7%
Residential Opportunity	One	Similar-One	%0	Similar-One	%0	Similar-One	%0	Inferior-None	10%	Inferior-None	10%
Other-Wetlands	30%	Superior-None	-10%	Superior-20%	-3%	Similar-30%	%0	Superior - 15%	-5%	Superior - 20%	-3%
Net Adjustment			-20%		-3%		7%		%		14%
INDICATED VALUE PER ACRE		\$4,142		\$5,108		\$3,254		84,029		\$5,104	
Mean Price/Acre Unadjusted		85,130									
Mean Price / Acre After Adjustment		\$4,327									

File #2011025

VALUE CONCLUSION- RESTRICTED MARKET VALUE

The preceding comparable sales data are the most similar overall to the subject and best indicators of the subject's restricted market value. These sales are all located within the Gloucester County market.

Adjustments were made to the comparable sales for the most significant differences between the subject and each sale. The primary differences were for size, soils, residential opportunities and market conditions.

All of the adjustments are considered reasonable estimates of the market's reaction to these differences. The mean unadjusted price of the sales is \$5,130. After comparing each of the comparable sales to the subject, the adjusted price per acre range is from \$3,254 to \$5,104. The mean adjusted price of the sales is \$4,223.

In this analysis, I gave greatest weight to Sales #2 and #3 in my final value conclusion. The land value estimate for the subject site assumes that the land is vacant and ready to be put to its highest and best use. After giving consideration to the physical, legal and economic characteristics of the subject site, it is my opinion that the <u>restricted market value</u> of the subject property, as of October 1, 2011, is \$4,500 per acre.

Therefore:

119 acres @ \$4,500 per acre = \$535,500

FINAL RECONCILIATION OF VALUE

The market data was collected, confirmed and analyzed based upon the scope of work previously discussed in the report. Comparable market data were chosen for their similar highest and best uses as outlined within the report. All market data were analyzed and compared to the subject property based on their similarities and dissimilarities.

This assignment estimated unrestricted market value and restricted market value as further defined in this report. Market prices presented in this report are often affected by salesmanship and the urgency and need of the buyer and/or seller. Market prices are fact whereas market value is opinion supported by market data. The central difference between market price and market value lies in the premise that, at any given moment of time, market value denotes what a property is actually worth under certain specified conditions, while market price denotes an actual historical sale price.

Reconciliation involves the correlation of the conclusions reached from the three approaches, considering the property type involved and the requirement of the appraisal assignment. This process depends on the recognition of the appropriateness and the reliability of the data obtained. All three traditional approaches have been considered in estimating the value for the subject property in both the Unrestricted Market Value - Before the Development Easement Acquisition and the Restricted Market Value - After the Development Easement Acquisition.

121

In accordance with the New Jersey Farmland Preservation Program Appraiser Handbook, I have estimated the market value of the subject property as unrestricted and as-if restricted. The estimated unrestricted market value assumes the property can be utilized to its highest and best use as a potential residential use. The restricted value estimate assumes the property is permanently restricted to an agricultural use with no development potential. The difference between the two value estimates is the value of the development easement. The results from my analysis are as follows:

	Value Per Acre	<u>Total Value</u>
UNRESTRICTED MARKET VALUE BEFORE EASEMENT	\$14,000	\$1,666,000
RESTRICTED MARKET VALUE AFTER EASEMENT	\$4,500	\$535,500
VALUE OF DEVELOPMENT EASEMENT	\$9,500	\$1,130,500

The subject property's neighborhood is a surburban location surrounded by agricultural and low density residential land uses. The neighborhood offers basic utilities and ingress/egress attributes. Future growth is expected within the neighborhood over the long term future due to adequate residential demand for housing over the long term.

The subject's site features quality access from Ogden Station Road. It has adequate road frontage. Basic utilities such as electric, cable and telephone service the site. The site's shape and area provide adequate functional utility for residential and agricultural use.

If the subject site was vacant and available for use as of the appraisal date, the highest and best use of the vacant site would be to utilize the site for agricultural use until residential demand returns to the marketplace before the development easement acquisition. If the subject site was vacant and available for use as of the appraisal date, the highest and best use of the vacant site would be for agricultural use after the development easement acquisition.

Direct Sales Comparison Approach is based on the principle of substitution, which affirms that a prudent purchaser will not pay more for a property than for an equally desirable substitute property. A typical buyer seeks the best buy available, consequently, the Direct Sales Comparison Approach would be a strong indication of value when adequate data is available and the market is reasonably active. Comparable market data was available to provide support for this approach to value indicating a reliable value estimate. This approach is relied upon as the primary indicator of Unrestricted and Restricted market Value. The Cost and Income Approaches were not applied in this analysis.

VALUE OF THE DEVELOPMENT EASEMENT CONCLUSION

After considering all of the facts and circumstances pertaining to the subject property, I am of the opinion that the market value of the development easement, as of October 1, 2011, was:

ONE MILLION ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS

\$1,130,500

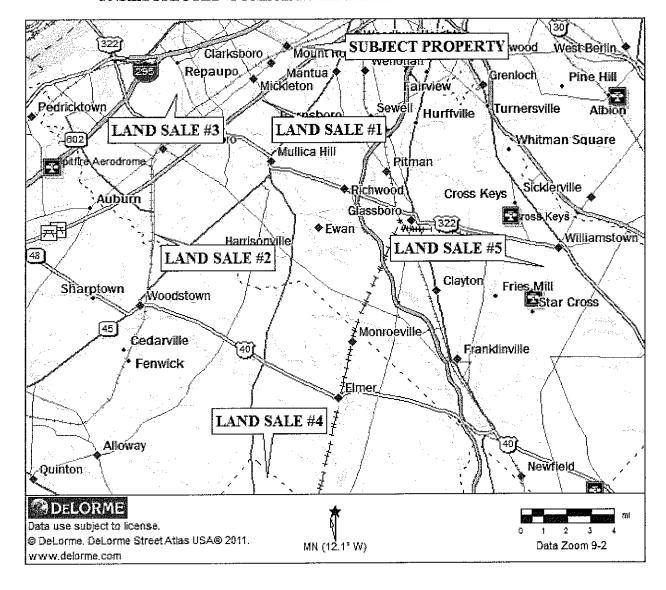
EXPOSURE TIME

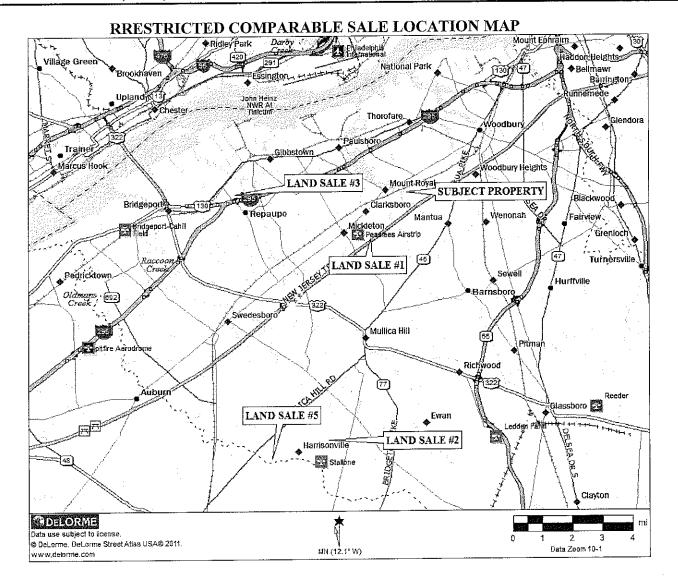
The Exposure Time is defined in the Dictionary of Real Estate Appraisal, Appraisal Institute, as:

1. The time a property remains on the market.

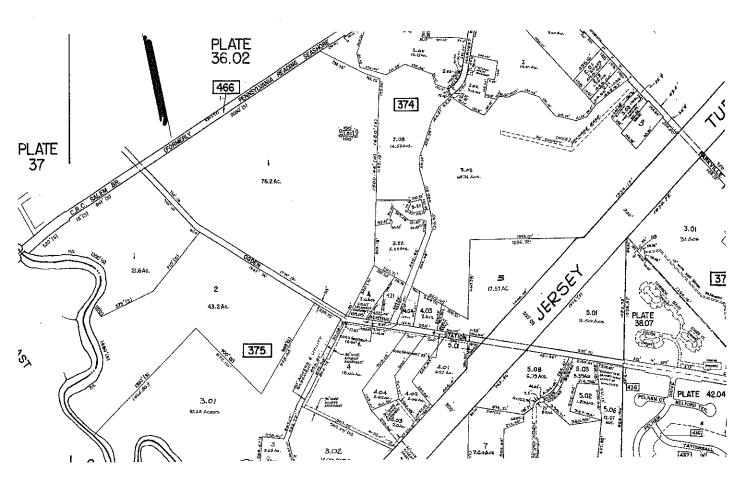
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurs prior to the effective date of the appraisal. In this appraisal, the exposure period for the subject property is estimated to be 6 to 12 months.

UNRESTRICTED COMPARABLE SALES LOCATION MAP

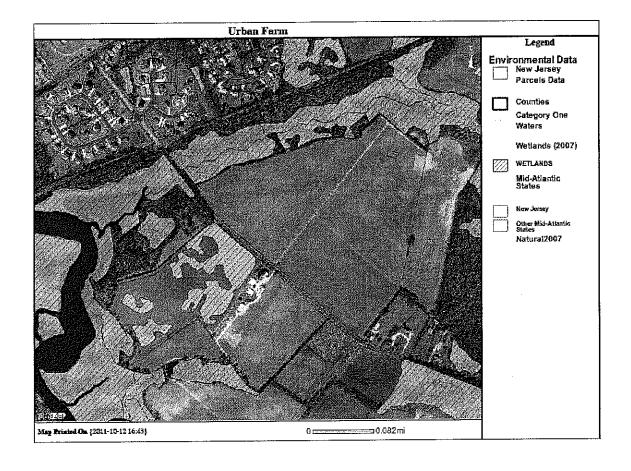




SUBJECT PROPERTY TAX MAP

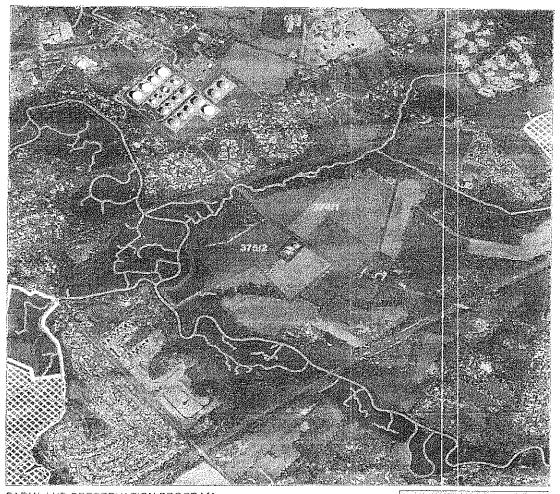


NJDEP AERIAL MAP



PRESERVED FARMS AERIAL WITHIN TWO MILES

Preserved Farms & Active Applications Within Two Milees



FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee
URBAN
Block 374 Lot 1.3 Block 375 Lot 2 (114,026 sc) & EN (2.0 sc)
Total = 116 026
W. Deptford Twp., Gloucester County

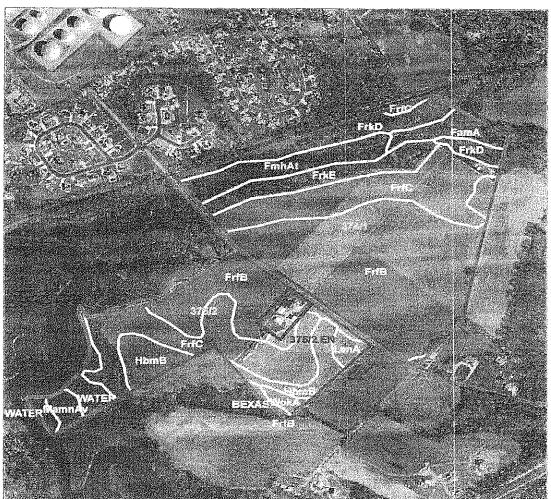
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Sources: Globossia, Co. Land Preservatio DVRFC 2005 Digital O thophoto 17 (7.15)

SOILS MAP

Goils



FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

URBAN

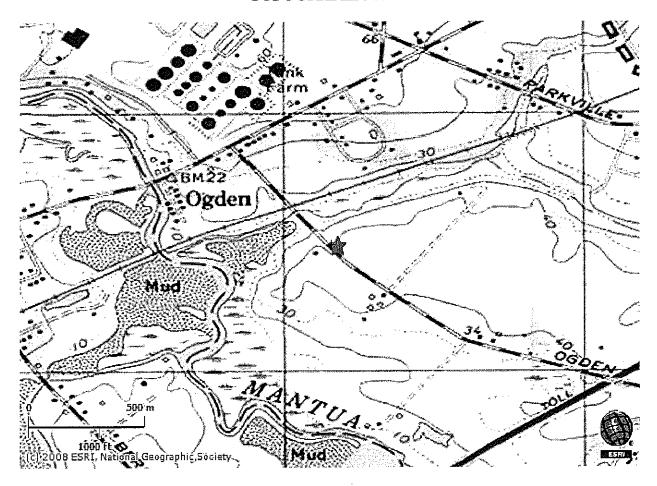
Block 374 Let 1 & Block 375 Let 2 (114.026 ac) & EN (2.0 ac)
Total = 116.026
W. Deptford Twp., Gloucester County

420 840 Feet



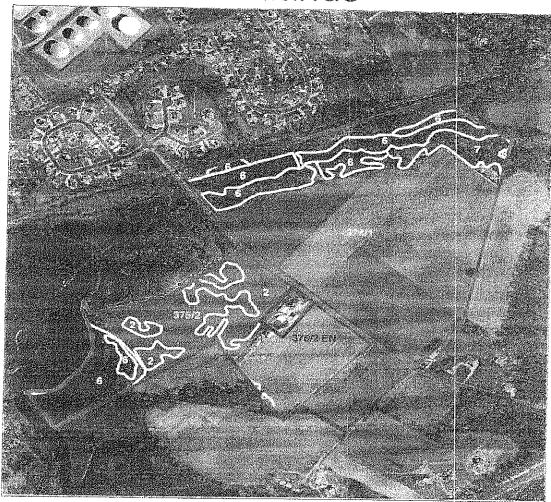
NRCS - SSURGO Soil Data DVRPC 2005 Digital Orthophoto

TOPOGRAPHIC MAP



WETLANDS MAP

Wetlands



FARMLAND PRESERVATION PROGRAM NJ State Agriculture Davalopment Committee

URBAN

Block 374 Let 1 & Block 375 Let 2 (114.026 ac) & EN (2.0 ac) Total = 116.025
W. Daptford Twp., Gloudaster County

3751875 0 375 750 1 125 1,500 Feet

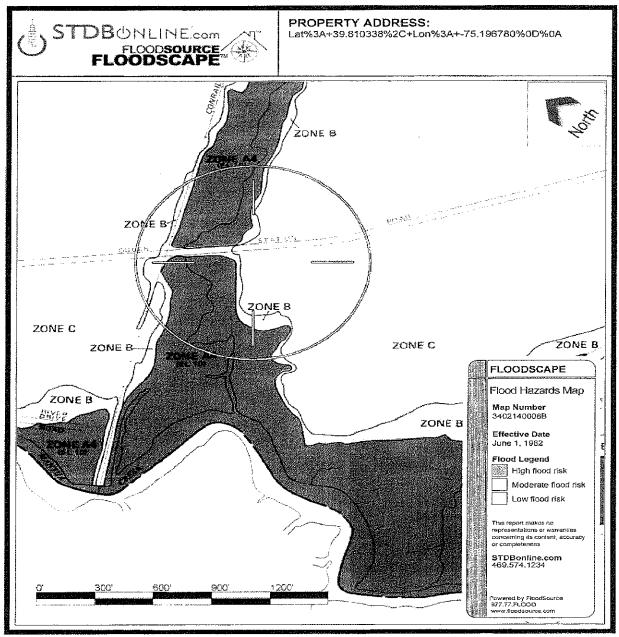


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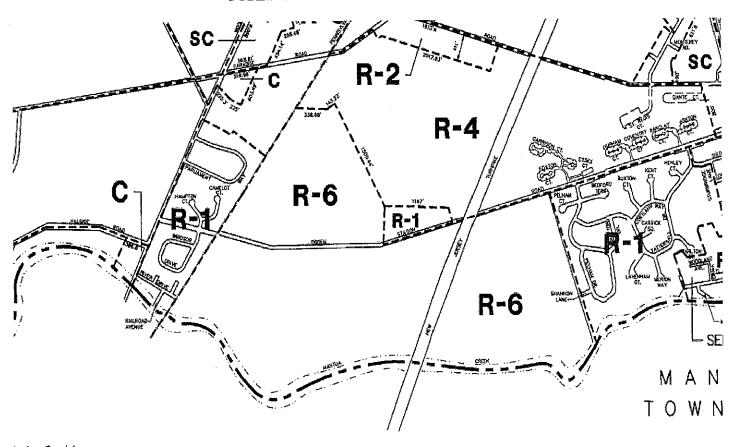
NJDEP Freshwater Wetlands Dat -DVRPC 2005 Digital Orthophoto

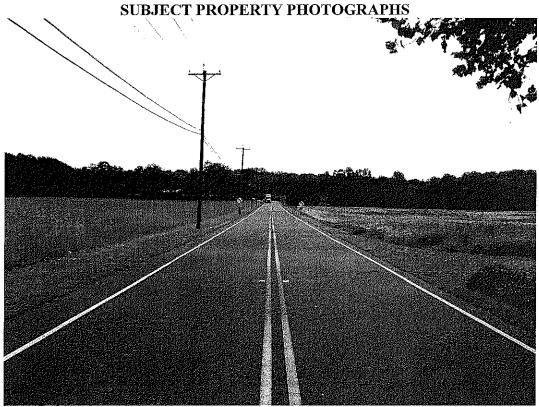
FLOOD MAP



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CURRENT MUNICIPAL ZONING MAP





DATE:

PHOTOGRAPHER: DESCRIPTION:

OCTOBER 3, 2011

MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000





DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 31, 2011 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 EAST VIEW OF OGDEN STATION ROAD

SUBJECT PROPERTY PHOTOGRAPHS



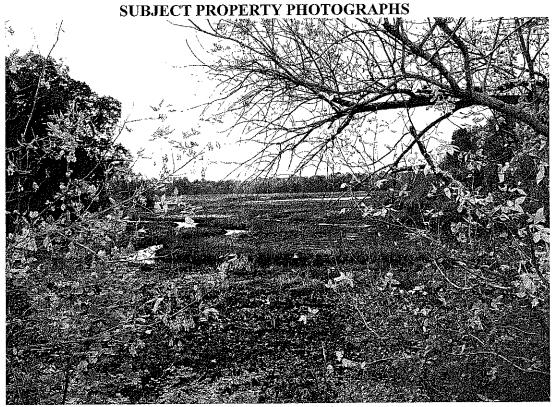
DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 3, 2011 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 NORTHWEST VIEW OF BLOCK 374 LOT 1



DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 3, 2011 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 SOUTHEAST VIEW OF BLOCK 375 LOT 2



DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 21, 2008 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 SOUTHWEST VIEW OF TIDAL MARSH AT MANTUA CREEK



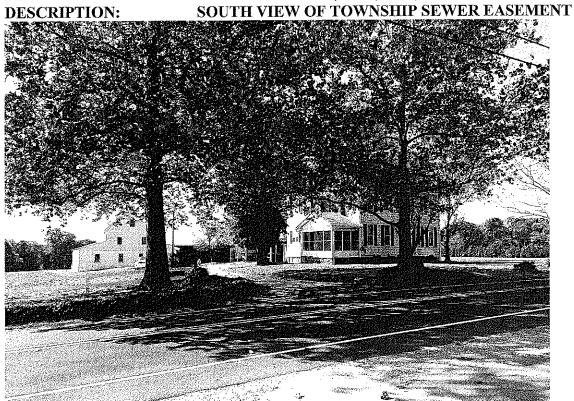
DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 3, 2011 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 WEST VIEW OF BLOCK 374 LOT 1

SUBJECT PROPERTY PHOTOGRAPHS

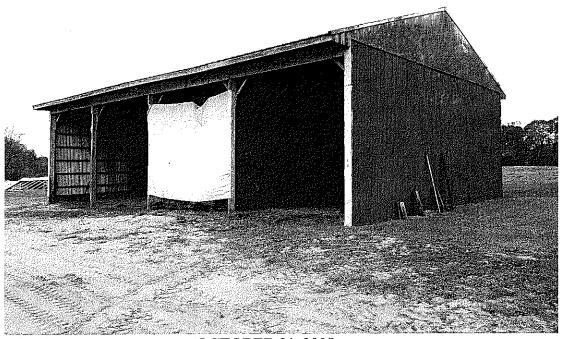
DATE:
PHOTOGRAPHER:

OCTOBER 3, 2011 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000



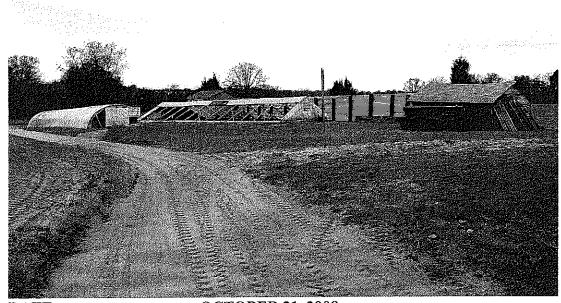
DATE: PHOTOGRAPHER: DESCRIPTION: OCTOBER 21, 2008 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 SOUTHWEST VIEW OF THE HOMESTEAD-Non SEVERABLE EXCEPTION

SUBJECT PROPERTY PHOTOGRAPHS



DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 21, 2008 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 VIEW OF BARN TO BE PRESERVED



DATE: PHOTOGRAPHER: DESCRIPTION:

OCTOBER 21, 2008 MARK J. HANSON, MAI, SRA, SCGREA #42RG00012000 VIEW OF FARM OUTBUILDINGS TO BE PRESERVED

Dockets 71.651. Issue DE Pases 6
Junes N. Hosan, Chousester Courts Clerk
Received 3737 11:94:00 A.N. 10/20/2006
The court of the court

This Deed of Correction is made on October 5 _ 2006 for the sole purpose of correcting the Tax Map Reference as contained in Deed between George H. Urban and Robert C. Urban, both individually and as Co-Executors of the Estate of 13. Other and kineric. Orban, both individually and as Co-Executors of the Estate of Katherine N. Urban, deceased, to George H. Urban and Robert C. Urban, which Deed is dated August 24, 2006, recorded in the Office of the Clerk of Gloucester County on September 11, 2006 in Deed Book 4273, page 299&c as more particularly set forth in Tax Map Reference identified in paragraph 3. hereafter

BETWEEN GEORGE H. URBAN and ROBERT C. URBAN, both individually and as Co-Executors of the Estate of Katherine M. Urban, deceased, whose post office address is 221 Ogden Station Road, Thorofare, New Jersey 08086, hereinafter referred to as the *Grantor*

GEORGE H. URBAN and ROBERT C. URBAN whose post office address is 221 Ogden Station Road, Thorofare, New Jersey 08086, hereinafter referred to as the Grantes

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above

- 1. Grantor. Grantor makes this Deed both individually and as the personal representatives of the Katherine M. Urban, deceased, late of the Township of West Deptford, County of Gloucester and State of New Jersey who died on January 22, 1985. Letters Testameotary were issued to the Grantor by the Surrogate of Gloucester County on February 8, 1985.
- 2. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of NO CONSIDERATION.

The Grantor acknowledges receipt of this money.

- 3. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Township of West Deptford Block No. 374, Lot 1Q and Block No. 375, Lots 2 and 2Q Account No. Qualifier No.
- 4. Property. The Property consists of the land and all the buildings and structures on the land in the Township of West Deptford, the County of Gloucester and State of New Jersey. The legal description is:

TRACT NO. 1: BEGINNING at a stone marked W. corner to land formerly Samuel Webb's, now or late Benjamin J. Lord's, by two Poplar Trees near or at the Branch; thence (1) by said land of Benjamin J. Lord's, as the needle pointed June 9, 1885, South 17 degrees West, 22 chains and 73 links to a stone; thence (2) South 49 ½ degrees West, 8 chains and 80 links to a corner in the middle of the Public Road leading from the Salem Road to formerly Dilks' Mill; thence (3) along the middle of said Road, North 46 1/2 degrees West,

Prepared by:

Consideration: \$.00 Exempt Code: E Chiru: \$.00 Sk: \$.00 H.P.H.R.F.: \$.00 P.H.F.F.A.: \$.00 E.A.A.: \$.00 Gen Furp: \$.00 Craim: \$.00 REALTY TOTAL: \$.00

Page -2 of four-

5 chains and 52 links to a corner of Henry Kean's land, now Lodge; thence (4) by the same, South 49 3/4 degrees West, 15 chains to a stake, now a stone; thence (5) along said Kean's, now Lodge's land, North 31 1/4 degrees West, 13 chains and 53 links to a post corner of fence now an established stone; thence (6) still along the same, South 62 1/4 degrees West, 16 chains and 61 links to a ditch; thence still along the same thence (7) South 62 degrees 10 minutes West, 9 chains and 25 links, more or less, to low water mark on Great Mantia Creek; thence (8) down said Creek by low water mark, the several courses and distances thereof, to a corner recently established by what will be hereafter known as the William M. Carter Survey and established lines made December 19, 1906; thence (9) following line established by Carter, South 28 degrees East, 60 feet to a Buttonwood Tree, following the same line, a distance of 102 feet to a Persimmon Tree for a corner; thence (10) still following the said Carter line, North 81 degrees 40 minutes East, 550 feet to a stone for a corner; thence (11) North 58 degrees 40 minutes East, 728 feet to an iron pipe for a corner in the middle of the Road at the top of the Hill leading from the Woodbury and Salem Tumpike to the Woodbury and Mullica Hill Tumpike Road; thence (12) still following the established line of the Carter Survey down the middle of the Road, North 32 degrees 15 minutes West, 746 feet to a screw for a corner in the middle of the Bridge over Raceway; thence (13) along said Public Road, North 34 degrees 10 minutes West, 97 links to the South line of the Swedesboro Railroad; thence (14) binding thereon, North 75 degrees 05 minutes East, 28 chains and 10 links to a corner in the fence line; thence (15) South 40 minutes West, 2 chains and 97 links to a corner; thence (16) North 88 degrees East, 94 links; thence (17) North 54 1/4 degrees East, 1 chain and 69 links; thence (18) North 72 ½ degrees East, 5 chains and 8 links; thence (20) South 58 ½ degrees East, 2 chains and 17 l

CONTAINING 128.69 acres, more or less.

EXCEPTING THEREOUT AND THEREFROM all that part of above described land lying Northeast of the center line of Ogden Road, also known as Ogden Station Road.

Webb's, now or late Benjamin J. Lord's, by two Poplar Trees near or at the Branch; thence (1) by said land of Benjamin J. Lord's, as the needle pointed June 9, 1885, South 17 degrees West, 22 chains and 73 links to a stone; thence (2) South 49 ½ degrees West, 8 chains and 80 links to a corner in the middle of the Public Road leaving from the Salern Road to formerly Dilks' Mill; thence (3) along the middle of said Road, North 46 ½ degrees West, 5 chains and 52 links to a corner of Henry Kean's land, now Lodge; thence (4) by the same, South 49 3/4 degrees West, 15 chains to a stake, now a stone; thence (5) along said Kean's, now Lodge's land, North 31 1/4 degrees West, 13 chains and 53 links to a post corner of fence now an established stone; thence (6) still along the same, South 62 1/4 degrees West, 16 chains and 61 links to a ditch; thence still along the same thence (7) South 62 degrees West, 16 chains and 63 links to a ditch; thence still along the same thence (7) South 62 degrees West, 16 chains and 64 links to a ditch; thence still along the same thence (7) South 62 degrees West, 16 chains and 65 links to a ditch; thence still along the same thence (7) South 62 degrees West, 16 chains and 61 links to a ditch; thence still along the same thence (7) South 62 degrees West, 17 links to a corner recently established by water mark, the several courses and distances thereof, to a corner recently established by what will be hereafter known as the William M. Carter Survey and established lines made December 19, 1906; thence (9) following line established by Carter, South 28 degrees East, 60 chains to a Buttonwood Tree, following the same line, a distance of 102 feet to a Persimmon Tree for a corner; thence (10) still following the said Carter line, North 81 degrees 40 minutes East, 550 feet to a stone for a corner; thence (11) North 58 degrees 40 minutes East, 728 feet to an iron pipe for a corner in the middle of the Road, North 32 degrees 15 minutes West, 746 feet to a screw for a corner in the middle of the Road

Page -3 of four-

said Public Road, North 34 degrees 10 minutes West, 97 links to the South line of the Swedesboro Railroad; thence (14) binding thereon, North 75 degrees 05 minutes East, 28 chains and 10 links to a corner in the fence line; thence (15) South 40 minutes West, 2 chains and 97 links to a corner; thence (16) North 88 degrees East, 94 links; thence (17) North 54 1/4 degrees East, 1 chain and 69 links; thence (18) North 72 ½ degrees East, 4 chains to a stake in an Old Gum Tree Stump; thence (19) South 62 1/4 degrees East, 5 chains and 8 links; thence (20) South 58 ½ degrees East, 2 chains and 17 links to a stake near a Poplar Tree marked /////; thence (21) across the meadow, South 18 ½ degrees West, 2 chains and 60 links to a stone marked W and place of BEGINNING.

CONTAINING 128.69 acres, more or less.

EXCEPTING THEREOUT AND THEREFROM all that part of the above described land lying Northeast of the center line of Ogden Road, also known as Ogden Station Road.

THE ABOVE DESCRIBED 2 TRACTS OF LAND BEING KNOWN AND DESIGNATED as Lots 2 and 2Q, Block 375 and Lot 1Q, Block 374 on the Tax Maps of the Township of West Deptford.

SUBJECT, HOWEVER, to such exceptions, easements, restrictions, conditions and covenants as may appear of record in the Office of the Clerk of Gloucester County.

DESCRIPTIONS TAKEN FROM PRIOR DEEDS

TRACT NO. 1 BEING a part of the same lands and premises which Fred G. Urban and Katherine M. Urban, his wife, by Deed dated June 28, 1956 and recorded in the Clerk of Gloucester County on June 29, 1956 in Book 845 of Deeds, page 37&c, granted and conveyed unto Fred G. Urban and Katherine M. Urban, his wife.

TRACT NO. 2 BEING a part of the same lands and premises which became vested in Fred G. Urban and Katherine M. Urban, his wife, by the following two (2) Deeds:

- (a) From the Township of West Deptford, by Deed dated April 19, 1956 and recorded in the Office of the Clerk of Gloucester County on April 20, 1956 in Book 837 of Deeds, page 325&c;
- (b) From Fred G. Urban and Katherine M. Urban, his wife, by Deed dated June 28, 1956 and recorded in the Office of the Clerk of Gloucester County o June 29, 1956 in Book 845 of Deeds, page 37&c.

AND THE SAID Fred G. Urban departed this life on September 11, 1984 thereby vesting title to the within premises in Katherine M. Urban, his wife, by right of survivorship.

AND THEREAFTER, to-wit, on the 22rd day of January 1985 Katherine M. Urban departed this life leaving a Last Will and Testament dated September 6,1984 which was admitted to probate by the Surrogate of Gloucester County on February 8, 1985 and recorded on microfilm under Will File No. 85-122, wherein she provided, in paragraph SECOND thereof as follows:

(A) The sum of Ten Thousand Dollars (\$10,000.00) to my son, Fred G. Urban, per stirpes:

(B) All the rest, residue and remainder to my sons, Robert C. Urban and George M. Urban, in equal shares, per stirpes.

Page -4 of four-

And did further nominate, constitute and appoint my sons, Robert C. Urban and George H. Urban, or the survivor of them, Executors ...

AND THE PURPOSE OF THIS DEED is to correct the Tax Map Reference contained in Deed between the same parties dated August 24, 2006, recorded in the Office of the Clerk of Gloucester County September 11, 2006 in Deed Book 4273, page 229&c, to the Tax Map Reference as set forth in paragraph numbered 3 above.

The street address of the Property is: 221 Ogden Station Road, Thorofare, NJ 08086

- 5. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be appeared account the Granton). to be entered against the Grantor).
- 6. Signatures. The Grantor signs this Deed of Correction as of the date at the top of the first page.

Witnessed By:

George H. Urban, individually and as Co-Executor of the Estate of Katherine M. Urban,

Robert C. Urban, individually and as Co-Executor fo the Estate of Katherine M. Urban,

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER

I CERTIFY that on October 5 , 2006 George H. Urban and Robert C. Urban, both individually and as Co-Executors of the Estate of Katherine M. Urban, deceased, personally came before me and stated to my satisfaction that these persons:

- Were the makers of this Deed of Correction; Executed this Deed of Correction as their own act, and as the act of the Estate of Katherine M. Urban, deceased; and
- Made this Deed of Correction for **NO CONSIDERATION** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

PEGGY J. VENUTO Notacy Public of New Jersey ID. #68004

2. decidentino,

Demographic and Income Profile - Appraisal Version Prepared by Mark HansonMAI, SRA

Gloucester County
Gloucester County, NJ (34015)

Geography: County							
Summery		2000		2010		2015	
Population		254,673		294,832		312,961	
Househokis		90,717		105,932		112,739	
Families		67,197		77,983		82,482	
Average Household Size		2.75		2.73		2.73	
Damer Occupied HUs		72.516		83,716		88,980	
Bertier Occupied HUS		18,201		22,216		25,759	
Median Age		36.1		38.3		38.5	
rends: 2010-2015 Americal Rate		Area				National	
Population		1.2%				0.91%	
Households		1.25%				0.94%	
Families		1.13%				0.74%	
Courser HHs		1.23%				1.19%	
Median Household Income		2.78%				0.80%	
	200	00	201	10	201	5	
louseholds by Income	Number	Percent	Number	Percent	Number	Percent	
< \$15,000	9,074	10.0%	6,559	6.2%	5,750	5.1%	
\$15,000 - \$24,999	8,365	9.2%	6,546	6.0%	5,295	4.7%	
\$25,000 - \$34,899	9,414	10.4%	6,515	6.0%	5,084	4.5%	
\$35,000 - \$49,999	14,270	15.7%	12,814	11.9%	10,179	9.0%	
\$50,000 - \$74,999	21,133	23.3%	23,481	22.2%	22,553	20.0%	
\$75,000 - \$99,999	14,417	15.9%	20,959	19.5%	20,958	18.6%	
\$100,000 - \$149,999	10,500	11.6%	20,191	19,1%	30,382	26.9%	
\$150,000 - \$199,000	2,169	2.4%	6,171	5.6%	7,796	5.9%	
\$200,000+	1,419	1.6%	3,296	3.1%	4,764	42%	
Median Household Income	354,152		\$71,570		\$82,102		
Average Household Income	\$82,955		\$62,422		\$92,185		
Per Capita Income	\$22,708		\$29,636		\$33,551		
	200	90°	201	10	201	5	
equiation by Age	Number	Percent	Number	Percent	Number	Percent	
0-4	16,689	6.6%	19,318	6.6%	20,258	5.5%	
5-8	19,010	7.5%	19,940	6.5%	21,163	6.8%	
10 - 14	19,976	7.8%	20,347	6.9%	22,019	7.0%	
15-19	18,654	7.3%	20,710	7.0%	20,523	6.6%	
20 - 24	15,512	6.1%	17,979	6.1%	18,851	6.0%	
25 - 34	32,576	12.8%	36,093	12.2%	38,426	12.3%	
35 - 44	44,902	17.6%	41,606	14.1%	42,931	13.7%	
45 - 54	35,835	14.1%	47,175	16.0%	45,289	14.5%	
55 - 64	21,738	8.5%	34,917	11.8%	40,232	12.9%	
65 - 74	16,083	5.3%	19,296	6.5%	25,323	8.1%	
75 - 84	10.533	4.1%	12,294	4.2%	12,484	4.0%	
13-04							

Data Natic Income 5 expressed in current delars.

Seaurce: U.S. Bureau of the Gersus, 2000 Census of Population and Housing. Earl Innecests for 2010 and 2015.

C2001 Esti

10/12/2011

Page 1 of 2

COUNTY GOVESTAJ- MUNICIPALITY West Deptord APPLICANT LAST NAME GROTGE H Roberto	New Jersey State State Agriculture Development Committee Preserving Our Growing Heritage

STATE AGRICULTURE DEVELOPMENT COMMITTEE

2009 Farmland Preservation Program

County PLANNING INCENTIVE GRANT
Easement Purchase Application
For An Individual Farm

For SADC use only	
SADC ID#	
Date Received	
Staff Reviewer_	

Amended: 3/26/2008

(3) The land shall not contain more than 80 percent soils classified as freshwater or modified agricultural wetlands according to the NIDEP wetlands maps. If the DEP wetlands maps are in dispute, further investigation and onsite analysis may be conducted by a certified licensed engineer or qualified wetlands consultant and/or a letter of interpretation issued by the NIDEP may be secured.	
 % soils classified as freshwater or modified agricultural wetlands. Supporting documentation provided (wetlands map and/or NIDEP Letter of Interpretation). 	
(4) The land shall not contain more than 80% soils with slopes in excess of 15% as identified on a USDA NRCS SSURGO version 2.2 or newer soils map.	
Supporting documentation provided (GIS soils map).	
 v. The land is eligible for allocation of development credits pursuant to a transfer of development potential program authorized and duly adopted by law. 	
☐ YES ☐ NO ☐ Supporting documentation provided.	
For lands greater than 10 acres, the land must meet the criteria in (a)2i, ii, and iii or 2iv to be eligible for preservation with SADC funding:	
2.4. At least 50% of the land or a minimum of 25 acres, whichever is less, is tillable.	
92% of the land is tillable 108 tillable acres Supporting documentation provided (GIS wetland and soils maps, farm tax assessment form.).	
2. ii. At least 50% of the land or a minimum of 25 acres, whichever is less, consists of soils that are capable of supporting agricultural or horticultural production.	
So of the land with soils capable of supporting agricultural or horticultural production acres supporting agricultural or horticultural production Supporting documentation provided (GIS soils map).	
The land must exhibit development potential based on a finding that all of the following standards are met:	
(1) The municipal zoning ordinance for the land as it is being appraised must allow additional development, and in the case of residential zoning, at least one additional residential site beyond that which will potentially exist on the premises.	
Municipal zoning supports additional development potential. DAES DNO Supporting documentation provided (copy of current zoning map, regulations and subdivision ordinance excerpts).	
(2) Where the purported development value of the land depends on the potential to provide access for additional development, the municipal zoning ordinances allowing	

of the easement). If the applicant is an estate represe	ment purchase (landowner of record, contract purchaser, current i ented by an executor, please list the executor as the primary app the applicant is represented by an attorney or other legal represent the appropriate space provided below.
Name (Primary Contact): George Address: 32/0 City: Thorfore Phone (bus.): 856-845-68	State: 1. J. Zip Code: 08086 Fax:
Type of Application Participation: (check one	
 () Sole Proprietor (Husband/Wife) () Partner of a Partnership () Proprietor or Multi-Proprietor () Executor of an Estate () Corporate Officer in a Corporation () Trustee of a Trust 	 () Contract Purchaser (Fee Simple) () Contract Purchaser (Easement) () Municipality (current easement owner) () County (current easement owner) () Conservation Organization () Institution
Name: Address:	
ilv:	State: Zin Code:
Phone (bus.):	Fax:
hone (home):	Fax: Email:
Type of Participation: (check one)	
 () Sole Proprietor (Husband/Wife) () Partner of a Partnership () Proprietor or Multi-Proprietor () Executor of an Estate () Corporate Officer in a Corporation () Trustee of a Trust 	 () Contract Purchaser (Fee Simple) () Contract Purchaser (Easement) () Municipality (current easement owner) () County (current easement owner) () Conservation Organization () Institution
rimary Contact if not applicant/ownerddress:	
ity:	
hone (bus.):	Fax:
hone (home):	Email:
) Lawyer or Legal Representative () Realto	or of a Real-estate Agency () Other
•	
Amended; 2/21/2008	Н

A. Block and Lot Information	
Please list all Blocks and Lots included within the application,	
Municipal Code: 20 Block: 375 Lot:	
Municipal Code: 6520 Block: 374 Lot:	/ Acres: 76.2
Municipal Code: Block: Lot:	
Municipal Code:Block:Lot:	Acres:
Municipal Code: Block: Lot:	Acres:
B. Total Gross Acreage: //9, 4 Facres	
C. Existing dwelling units	
 # of existing dwelling units within portion of the 	he property to be deed restricted.
 # of existing dwelling units located within exce 	eptions areas -/-
D. Exceptions (Please insure consistency with tax may	p).
 Non Severable Exceptions 	
 # of non severable exceptions: 	/
 Total acreage of non severable exceptions 	s: , 2 acres
Severable Exceptions	
# # of severable exceptions:	0
Total acreage of severable exceptions:	✓ acres
	acres
(Total Gross Acreage - Exception Area Acreage = Net Acreage	
F. Residual Dwelling Site Opportunities (RDSO's)	
 Number of eligible RDSOs (Overall gross densi 	ity must not exceed
one RDSO per 100 acres):	
Number of RDSOs approved by the CADB:	
G. Agricultural Production:	
(Pleuse describe all agricultural production currently taking place o	n the proporty using the appropriate Standard Industria
Code (SIC) found in Appendix A)	
SIC # O 1 10 Agricultural Production Type (a.)	6.65 % S. Amprovimente Acresion 40
SIC# Agricultural Production Type Wh	
•	
SIC # Ancientural Production Tens	Арриохиние Астеаде
SIC # Agricultural Production Type SIC # Agricultural Production Type	

Municipal Code: <u>US 20</u> Block: <u>3</u> A. <u>EXCEPTIONS</u>			
EACETIONS Acreage of exception:	(Specific to	above lot	only)
•	acres		
Site specific local zoning including immimum lot size requirements:	2 arres	~~~	
3. Applicant's reason for exception	Existing hou	5 Q	
4. Justification provided by the CADB:	CONCURS		
Specific location of exception as depicted on attached tax map:	around Exist.	ing ho	US «
6 Is the exception for county and/or municipal and/or open space programs?	d farmland preservation	□ YES	(A)
7 Can the exception be severed from the prem	uises?	Q YES	5 4
 Does the size of the individual exception ex- to construct one single family residential dw 	geed local zoning requirements elling?	LI YES	JZI N
 If YES, how many building lots are poss requirements for one single family reside 		ម៊ើ	
 Is the landowner willing to restrict the exceptor future residential unit? 	tion to only one existing	TYYES	ПN
(b) Is Right To Farm language required on the d (If yes, please attach a copy of the required Right		TATES	Ŋ
 Is the CADB placing other requirements on t Of yes, please explain) 	he exception?	U YES	WEST
2. Does the exception have a significant negative		ralion ^y	
(If yes, please explain)	, , , , , , , , , , , , , , , , , , , ,	□ YES	≯ZKN(
			···

OCK, LOT & ACREAGE West Och Two ie and complete Section IX (pages J through O) as necessary for	each individua	ıl lot.
Municipal Code: <u>0820</u> Block: <u>374</u> Lot: 1 Ac	res: <u>76, 2</u>	
	to above lot or	dy)
. Acreage of exception:		
2. Site specific local zoning including minimum lot size requirements:		
3. Applicant's reason for exception:		
4. Justification provided by the CADB:		
5. Specific location of exception as depicted on attached tax map:		
5. Is the exception for county and/or municipal farmland preservation and/or open space programs?	□ YES	П'nС
7. Can the exception be severed from the premises?	☐ YES	DI NO
Does the size of the individual exception <u>exceed</u> local zoning requireme to construct one single family residential dwelling?	ents 🗆 YES	LI NO
 If YES, how many building lots are possible in excess of the local z requirements for one single family residential dwelling? 	oning	
2. Is the landowner willing to restrict the exception to only one existing or future residential unit?	☐ YES	□ NO
0. Is Right To Farm language required on the deed of easement? (If yes, please attach a copy of the required Right To Farm language)	O YES	□ NO
1. Is the CADB placing other requirements on the exception? (If yes, please explain)	☐ YES	□ NO
2. Does the exception have a significant negative impact to the agricultura	l operation? □ YES	□ NC
(If yes, please explain)		

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	Duplie	Lot <u>/</u> of cate this page as	necessary.
B. RESIDENTIAL OPPORTUNIT	<u> TIEŚ</u>		
Please note: Exception Areas are <u>not</u> considere <u>not</u> identify residences within exception areas.	ed part of the premises being pre	served; therefore, in	this section, de
Are there any residences located on the parties of	parcel that is being preserve separately below.)	ed? 🗀 YI	es Ja n
RESIDENCE A (CHECK ONE ONLY)			
() Standard Single Family Residence() Duplex() Dormitory() Apartment	() Manufactured Home v () Manufactured Home v () Single Family with apo () Other	vithout Foundation artment	п
Is the structure the Primary Residence?	-	□ YES	□ ио
is the structure for agricultural labor house	sing?	☐ YES	□ NO
Is the structure under a lease or rental agr	reement?	Q YES	□ NO
RESIDENCE B (CHECK ONE ONLY)			
 () Standard Single Family Residence () Duplex () Durmtory () Apartment 	() Manufactured Home w () Manufactured Home w () Single Family with apa () Other	ithout Foundation rtment)
Is the structure the Primary Residence?		□ YES	□ NO
Is the structure for agricultural labor hous	ing?	□ YES	□NO
Is the structure under a lease or remal agree	rement?	☐ YES	□ ио
RESIDENCE C (CHECK ONE ONLY)			
 () Standard Single Family Residence () Duplex () Dormitory () Apartment 	() Manufactured Home wi () Manufactured Home wi () Single Family with apar () Other	thour Foundation Iment	
Is the structure the Primary Residence?		□ YES	□ NO
Is the structure for agricultural labor housi	ng?	☐ YES	□ NO
Is the structure under a lease or rental agre	ement?	O YES	□ NO
	-		
Amended: 2/21/2008	K	Lot of	-

C. OTHER STI	Herringe AL B. C. C.		page as necessary
	RUCTURES (Non-Residential)		
Please note: Exception A not identify non-residenti	reas are <u>not</u> considered part of the premis al structures within exception areas.	ses being preserved; the	refore, in this section
Are there any non-res	sidential structures located on the particle non-residential structure separately be	arcel to be preserved	NO NO
STRUCTURE A (CHEC	JK ONE ONLY)	/	8
Barn () She () Garage () Silo () Stable () Oth			
ls the structure for an		D YES	□ NO
Is the structure under	a lease or rental agreement?	₽ ŶES	□ NO
STRUCTURE B. (CHEC	CK ONE ONLY)	·	
() Barn () Garage () Stable	() Shed () Sito () Other		
Is the structure for an a	agricultural use?	C) YES	□ NO
Is the structure under a	lease or rental agreement?	O YES	□ NO
STRUCTURE C. (CHEC	K ONE ONLY)		
() Barn () Garage () Stable	() Shad () Silo () Other		
Is the structure for an a		□ YES	□ NO
Is the structure under a	lease or rental agreement?	O YES	ONO
STRUCTURE D. (CHEC	K ONE ONLY)		
() Barn () Garage () Stable	() Shed () Silo () Other		
Is the structure for an a		□ YES	□ NO
Is the structure under a	lease or rental agreement?	□ YES	□ NO
	t		
		•	
	•		
mded. 2/21/2008	L		

D. <u>EASEMEN</u> TS AN	Duplicate this page as necessary. NO RIGHTS OF WAY
Are there Easements/Right	s of Way identified with the parcel to be preserved? YES Prement individually below and enclose a copy of each easement.
EASEMENT A: (CHECK ON () Power Lines () Water Lines () Sewer () Other	E ONLY) () Road Rights of Way () Telephone Lines Gas Lines () Conservation Easement (e.g., steep slopes, critical areas, critical habitat, wedlands, drainage, no further subdivisions, etc.
Effect of Easement:	Colonial pipeline
Description of Easement:	No effect
EASEMENT B: (CHECK ONE () Power Lines () Water Lines () Server () Other	 () Road Rights of Way () Telephone Lines () Gas Lines () Conservation Easement (e.g., sreep slopes, critical areas, critical habitat, wetlands, dramage, no further subdivisions, etc.
Fifect of Easement:	G. C. M. V. A
Description of Easement:	Notefect
EASEMENT C: (CHECK ONE () Power Lines () Water Lines () Sewer () Other	ONLY) () Road Rights of Way () Telephone Lines () Gas Lines () Conservation Easement (e.g., steep slopes, critical areas critical habitat, wetlands, drainage, no further subdivisions, etc.)
Effect of Easement:	
Description of Easement:	
Amended, 2/21/2008	M

Duplicate this sheet as necessary to describe each nonagricultural use separately. Will non-agricultural use(s) occur within the exception area(s)?	E. EXISTING	NON-AGRICULTURAL USES	Duplicate t	Lot <u>l</u> of this page as i	/ necessary.
Are there non-agricultural uses on the premises to be preserved? List the type and frequency or intensity of any existing non-agricultural uses on the parcel to preserved at the time the applicant submitted to the Board: Note the approximate dimensions and location of any structures and/or areas utilized for a nor agricultural use: In the event the non-agricultural use involves a lease with another party, identify the individual entity leasing the structure and type of business or operation: If non-agricultural events are held on the parcel, identify for what purpose and the frequency of intensity of the activity: Describe how the non-agricultural use will be accessed on the parcel. **NOTE: Appraisers must be aware of non-agricultural uses and determine their unpact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the premises is preserved if located.					
Note the approximate dimensions and location of any structures and/or areas utilized for a nor agricultural use: In the event the non-agricultural use involves a lease with another party, identify the individual entity leasing the structure and type of business or operation: If non-agricultural events are held on the parcel, identify for what purpose and the frequency of intensity of the activity: Describe how the non-agricultural use will be accessed on the parcel. ***NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the develop extension to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the openiors is surveyed if leaves.	Will non-agricultural Are there non-agricul	use(s) occur within the exception a tural uses on the premises to be pre-	nca(s)? eserved?		ZNO ZNO
Note the approximate dimensions and location of any structures and/or areas utilized for a nor agricultural use: In the event the non-agricultural use involves a lease with another party, identify the individual entity leasing the structure and type of business or operation: If non-agricultural events are held on the parcel, identify for what purpose and the frequency of intensity of the activity: Describe how the non-agricultural use will be accessed on the parcel. **NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the greaters is preserved if leaves.	preserved at the time	the applicant submitted to the Boar	d:	uses on the p	arcel to be
In the event the non-agricultural use involves a lease with another party, identify the individual entity leasing the structure and type of business or operation. If non-agricultural events are held on the parcel, identify for what purpose and the frequency of intensity of the activity: Describe how the non-agricultural use will be accessed on the parcel. **NOTE: Appraisers must be aware of non-agricultural uses and determine their unpact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the premiers is preserved if located.	agricultural use:	dimensions and location of any str	uctures and/or a		
If non-agricultural events are held on the parcel, identify for what purpose and the frequency of intensity of the activity: Describe how the non-agricultural use will be accessed on the parcel. **NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensited after the premises is preserved if located.	In the event the non-agentity leasing the struc	gricultural use involves a lease will ture and type of business or operat	n another party, ion:	identify the i	ndividual
Describe how the non-agricultural use will be accessed on the parcel. ***NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the premises is preserved if located.	H non-accientural eye				······································
**NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the develop easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regar potential non-agricultural use, please address them with the SADC prior to submission of the application. An identified non-agricultural use can NOT be expanded or intensified after the premises is preserved if located.	intensity of the activity	,.		e and the tree	Juency or
An identified non-agricultural use can NOT be expanded or intensified after the premises is preserved if locate	intensity of the activity	e: agricultural use will be accessed or	the parcel.		
The state of the s	Describe how the non- **NOTE: Appraisers must cusement value in their rep	egricultural use will be accessed or the aware of non-agricultural uses an orts pursuou to the SADC Appraiser's l	i the parcel. Id determine their	r impact on th	e developm
	Describe how the non- **NOTE: Appraisers must easement value in their rep potential non-agricultural u An identified non-agricultural	agricultural use will be accessed or the aware of non-agricultural uses ar ords pursuout to the SADC Appraiser's l se, please address them with the SADC pr ral use can NOT be expanded or intensel	the parcel. Id determine their Handbook. If you iter to submission.	r impact on th have any quest of the application	e developm ions regura
	Describe how the non- **NOTE: Appraisers must easement value in their rep potential non-agricultural u An identified non-agricultural	agricultural use will be accessed or the aware of non-agricultural uses ar ords pursuout to the SADC Appraiser's l se, please address them with the SADC pr ral use can NOT be expanded or intensel	the parcel. Id determine their Handbook. If you iter to submission.	r impact on th have any quest of the application	e developm ions regurd
	Describe how the non- **NOTE: Appraisers must easement value in their rep potential non-agricultural u An identified non-agricultural	agricultural use will be accessed or the aware of non-agricultural uses ar ords pursuout to the SADC Appraiser's l se, please address them with the SADC pr ral use can NOT be expanded or intensel	the parcel. Id determine their Handbook. If you iter to submission.	r impact on th have any quest of the application	e developm ions regurd

W. Company	Duplicate tl	Lot $\int_{-\infty}^{\infty}$ of	necessary.
F	STATE DEVELOPMENT AND REDEVELOPMENT PLAN		
determination of the second of	In which planning area is the parcel located:	-	
777	☐ (PA1) Metropolitan ☐ (PA2) Suburban ☐ (PA3) Fringe ☐ (PA4) Rural ☐ (PA4b) Rural & Environmentally Sensitive ☐ (PA5) Environmentally Sensitive		
G.	HIGHLANDS		
A.	Is the parcel located in the Highlands Region? (If No, proceed to H. below)	□ YES	NO NO
В.	Which area of the Highlands Region is the purcel located? ☐ Preservation Area ☐ Planning Area		
C.	In which Land Use Capability Zone is the parcel located? Conservation Zone Protection Zone Existing Community Lake Community Conservation Constrained Existing Community Constrained		
D.	is the parcel located in the Highlands Agricultural Resource Area	□ YES	□ N()
E.	Is the parcel located in the Highlands Agricultural Priority Area	□ YES	□ N()
Н.	PINELANDS **		
ls it	he parcel located in the Pinelands region?	□ YES	9/ NO
,	If yes, in which Pinelands Management Area is the parcel located:		•
 	Preservation Area District Forest Area Agricultural Production Area Special Agricultural Production Area Rural Development Area Pinclands Village and Pinclands Town Regional Growth Area		
	c parcel eligible for Pineland Development Credits (PDC)? c, how many PDCs is it eligible for?	□ YES	□ NO
Hav If Yo	e any PDCs been severed from the property? es, how PDCs many have been severed?	☐ YES	□ NO .
** No	ote: If PDCs have been severed, the property is not eligible for preservation.		
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	Χ.	Ran	king	Sh	eets
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Please complete the questions below and refer to SADC Policy P-14-E (http://www.ni.gov/agriculture/sade/pol/14e.pdf) to calculate the application individual rank score.

A. SOILS

Soil calculations provided by the CADB should be based on the latest SSURGO data available on the following website: http://sorldatamart.arcv.usda.yov/. This is the same data the SADC will use to evaluate the accuracy of the soil data submission

Exception acres should not be included or used to calculate soil score

Indicate the percentage of the following types of classification of important farmlands as shown on attached calculations of acres/soil unit.)

Prime	$\angle 2$ acres =	35_ %
Statewide	37 acres =	32%
Local	acres =	
Unique (of value)	acres =	%
List crop(s) grown on unique soil.	····	
Please identify unique soils.		
Other (of no value)	18 acres	15 %
TOTAL NET ACRES	117 acres	= 100 6

В. TILLABLE ACRES

(Verified by turrem Farm Tax Assessment Form and aerial photography interpretation and site visit.)

Indicate the percentage of the premises that is classified under the following categories.

TOTAL NET ACRES	117 acres	= 10	00 %
Other	acres =		_%.
Wetlands	acres =	-8	_%
Woodlands			- O _(t)
Permanent Pasture	acres =		- CY.
Cropland Pastured	<u>30</u> acres =	26	$-\frac{c_v^a}{c_v^a}$
Cropland Harvested	$\frac{78}{\text{acres}} =$	66	_%

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marcare in	e percentage of the subject property boundary bordered by	the following uses.
1. 2.	Deed Restricted Farmland (permanent) Deed Restricted Wildlife Areas	% %
3.	Stream (perennial) and Wetlands	20%
4.	Cemeteries	70
5.	Parks (limited public access)	$c_{\mathcal{T}_{\mathcal{O}}}$
6.	Military Installations	96
7.	Golf Course (public)	%
8.	8 Year Programs and EP Applications	%
9.	Highways (limited access) and Railroads	%
10.	Farmland (unrestricted)	40 %
11.	Woodlands	<u> 20</u> %
J2.	Parks (high use)	
13.	Residential Development (with infrastructure)	<u>20</u> %
J4.	Residential (less than 5 acres w/o infrastructure)	%
15. 16.	Commercial Industrial	%
17.	Schools	
18.	Other	
40,	() Care a	
		100 %
	·	
	+	

		Exception of
}	D.	Duplicate this page as necessary. EXCEPTIONS
1	1.	Are there severable exceptions requested?
		 If Yes: How many are requested? Total exception acreage acres Does the total acreage for all of the exception(s) exceed 10% of the total acreage? \[\sum_{\text{YES}} \sum_{\text{NO}} \text{NO} \]
I	f multiple	e severable exceptions are requested, duplicate this sheet as needed for each separate <u>severable</u> exception.
2	2. I	Is the exception for municipal farmland preservation and / or open space purposes? □ YES □ NO
.3	3. 1	Does the size of the individual exception exceed local zoning requirements to construct one single family residential dwelling?
	8	If yes, how many building lots or portions thereof are there in excess of the local zoning requirements for one single family residential dwelling?
	ŀ	Is the landowner willing to restrict the exception to only one (1) residential unit?
4	i, V	Will there be any right to farm language required on the deed of the exception?
5		Does the focation and / or use of the exception have a significant negative impact on the premises? UYES UNO
Amende	ed. 2/21/30	os R

APPRAISER ORDER CHECKLIST

STATE AGRICULTURE DEVELOPMENT COMMITTEE FARMLAND PRESERVATION PROGRAM

Appraisal Order Checklist
An appraiser shall not bid on or accept any SADC appraisal assignment without this list being completely filled out and signed

Applicant:

Spancine.	,		
Owner:	Yes	No	
Contract Purchaser:	Yes	No	
Farm Name: Farm Owner: Georg ocation/Address: Da	den Station	Rd. Orb	san ser popt ford
Block/Lot 375	12 374/1		
Fownship: West	Deat Ford		
County: Glos	1 CKG LENT		
ppraiser) Date of Value to be appra Planning Incentive Grant	cerning significant riparian aised 6 . 08 appraisals are required to be	e as of the same	ters shall be provided to the date of value for both appraisers, of the year the property was
	Excep	.dlams	
(all exception locations mu		a mapping)
`			
Exception Type:	Non-severable		#
	Severable		#
urpose of Exceptions:	Around existing dwelling		
	Future Dwelling		
	Easement (specify):	у туре)	
	Other (specify):		
Oth	er Housing Opportunities	on premises to	be preserved.
existing residences: ADSOs: Agricultural Labor Hous	# ing: #		
(All Acreages are	C minimum eligibility crit e to be "net" of land, mea arian areas when determin	ning do not inc	lude land in exception areas,
. Premises meets SADC	eligibility criteria for far	ms less than or	equal to 10 acres:
k. Premises meets SADC	eligibility criteria for far	ms greater tha	n 10 acres. Yes No No

APPRAISER ORDER CHECKLIST

I 1.	Local Eligibility Criteria Satisfied: (example: a county or town may require el etc.)	ligible farms to be at least 40	Yes V No
111.	Federal Farm and Ranch Land Protection	on Funding	
Trainin	Will Federal Funding be used in the pres , only appraisers on list of qualified Federal ag will be permitted to appraise the property. umental regulations shall be conducted strictly	Farmland Appraisers and har Valuation under current exi	ve had Yellow Book isting zoning and
B. Progra	Does the property meet standards for them?	e federal Farm and Ranch	Yes NoV
Prelim Final	Has the property received major subdivior approvals: inary Date(s) of Approval Date(s) of Approval		VesNo
ennlice	nt to N.J.A.C. 2:76-6.11(c)1., the SADC may int has initiated proceedings in anticipation of dion process that have the effect of increasing	f applying to sell a developm g the applicant's appraised do	evelopment easement
v.	Does the property have any existing ease		Yes No
Buffer Utility Other Note:	vation Easements ordinance/restrictions Easements Appraisers may not assume that easements therefore the reversed or receive variances.	C Gees Vince	e commer (ine)
County Plannia Plannia Plannia Plannia SADC SADC Nonpre	Program: / Easement Purchase: / Easement Purchase (Pinclands): LOI required, credits retired #		
Apprai	isal Instruction: iser is required to appraise this property unde Current zoning X Zoning Code (s) Zoning and environmental conditions in pl O Zoning Code(s)		Yes_No_

APPRAISER ORDER CHECKLIST

n for Instruction	n: of 8/10/04:	os of 8/10/04:
Applicant own	ned the property as of 8/10/04:	that owned the property as over
	an imilication	
 Applicant is: 	a farmer as defined by the SADC:	
Q (Se	ee Attachment A)	perty from a
a. iaiiia.	is a governmental unit that acquired the property as of \$/10/04:	(0/0
a. intitio	Course of property and country as of	y (0,0 ·
c. imme	lediate rains	stream or river:
It yes,	Property is within or rive	within its boundaries:
+ Of	Property has a category (stream of (See Attachment A)	
Other:	0 (0)	

The appraiser shall consider the impact of all exceptions, non-agricultural uses and affect of improvements as listed in the attached subject application in conformance with the SADC Appraisal Handbook.

*This form shall be completed by the contracting agency and shall be contained as an addendum in the appraisal report.

Enclosure:
Attachment A - Definition of a farmer
- Surface Water Quality Standards for New Jersey Guidelines

QUALIFICATIONS OF THE APPRAISER

Mark J. Hanson has resided in Southern New Jersey for over forty five years and with his family in Cape May County since 2002. Since 1975 he has appraised numerous properties throughout the United States and New Jersey. In 1984, he received the MAI, SRA designations from the Appraisal Institute. In 1991, he received the certified general appraisal license from the New Jersey State Board of Real Estate Appraisers. He has appeared as an expert witness before the Tax Court of New Jersey, the Superior Court of New Jersey, United States District Court, condemnation commission hearings, various county boards of taxation and municipal land use boards. Mr. Hanson's clients have included: municipalities, counties, state government agencies, financial institutions, attorneys and property owners. He is also a practicing attorney in good standing in New Jersey.

EDUCATIONAL BACKGROUND

Rutgers University, Bachelor of Arts, Camden, NJ. 1975

Widener University School of Law, Wilmington, Delaware 1986

Temple University School of Law, Philadelphia, PA, Master of Laws Degree in Taxation 2006

CURRENT LICENSES & PRESENT AFFILIATIONS

New Jersey Certified General Appraisal License

Member of the Appraisal Institute (MAI, SRA)

Member of the New Jersey Bar

Certified Tax Assessor in New Jersey (CTA Designation)

Cape May County Bar Association

New Jersey Bar Association

Certified Arbitrator, Superior Court of New Jersey

Member, Ocean City Chamber of Commerce

New Jersey Real Estate Salesperson License

National Association of Realtors

Rotary International – Ocean City Club

INSTRUCTOR

I am a nationally certified instructor of the Uniform Standards of Professional Appraisal Practice certified by the Appraisal Foundation through June 2012. I have been an instructor since 2002.

CONTINUING EDUCATION

The Appraisal Institute, the most prestigious private appraisal organization in the United States, conducts a program of continuing education for its members. The members who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.

The State Real Estate Appraisers Board of New Jersey (Board) requires 28 hours of continuing education credit within a 2 year period. I currently hold a certified general appraisal license issued by the Board under license # 42RG00012000 which is valid through 12/31/2011.

TYPES OF PROPERTY APPRAISED

Single family and multi-family residential, condominium, vacant land, agricultural land, office, free standing retail, shopping center, bank, industrial, mixed use, restaurant, recreational facility, marina, school, residential subdivision, bowling facility, hotel, church, apartments, nursing homes, assisted living facilities, and special purpose properties such as manufacturing, automotive sales/service facilities and car wash facilities.

ASSIGNMENTS INCLUDE

Market value, prospective values, retrospective values, liquidation value, replacement value, ad valorem tax appeals, market rent studies, eminent domain, bankruptcy, estate administration, federal & state taxation proceedings, easement valuation, appraisal reviews and investment value.